

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
March 17, 2020**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 17, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Jason Walker attended telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add Items XI. D. 1. "Herbicide Spraying" and IX. B. "Proclamation" to consent.

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the March 17, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MARCH 17, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 28, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE SERVICES AND FACILITIES PLAN OF THE CITY OF STARKVILLE FOR THE PROPOSED ANNEXED TERRITORY.

B. CONSIDERATION OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

X. BOARD BUSINESS

A. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS OR THE LOAN DESCRIBED IN THE RESOLUTION HAS BEEN FILED BY QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR THE LOAN; AND FOR RELATED PURPOSES.

B. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THREE VACANCIES: A WARD 3 VACANCY FOR THE PLANNING AND ZONING COMMISSION, A HISTORIC PRESERVATION COMMISSION VACANCY AND A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF PP 20-03 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "CLARK GROVE SUBDIVISION PHASE I".

b. SPECIAL EVENT: THE PHI BETA SIGMA FRATERNITY, INC IS REQUESTING IN-KIND SERVICE FOR THE BLUE AND WHITE WEEK PICNIC SPECIAL EVENT ON SATURDAY, APRIL 4, 2020 AT THE J.L. KING PARK FROM 10 A.M. UNTIL 3 P.M.

c. SPECIAL EVENT: THE AMERICAN CANCER SOCIETY IS REQUESTING IN-KIND SERVICE FOR RELAY FOR LIFE OF OKTIBBEHA COUNTY SPECIAL EVENT ON SATURDAY, JUNE 6, 2020 IN DOWNTOWN.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE 2020 HERBICIDE SPRAYING SERVICES.

2. CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 10, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF FEBRUARY FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MAURICE JOHNSON, WESLEY KOEHN, DAVID LEWIS, AND STEPHEN MERCER, AS RESERVE POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE ELI BARKSDALE AND CAMERON BELL AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZATION TO HIRE SCOTTIE MONTGOMERY AS A CERTIFIED POLICE OFFICER AND MICHAEL MCCLENDON AS A FULL TIME TEMPORARY ENTRY LEVEL POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO TRANSFER NOAH BRANDON FROM THE STARKVILLE ENGINEERING DEPARTMENT AS A INTERN TO THE STARKVILLE UTILITIES DEPARTMENT AS A INTERN.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR FOUR (4) SEASONAL MAINTENANCE WORKERS IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE GRETCHEN REEVES AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO SELECT KRONOS AS THE CITY'S TIME KEEPING AND HR SOFTWARE.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR THE DIRECTOR OF PARKS AND RECREATION POSITION IN THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZATION TO HIRE DAVID D'AQUILLA WITH DD CONSULTING AS A PART-TIME EMPLOYEE UNTIL THE POSITION IS FILLED.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE LOWEST QUOTE OF \$29,787.92 FOR CAMERA SOFTWARE AND VIDEO STORAGE FROM CONVERGINT TECHNOLOGIES.

I. PARKS

1. CONSIDERATION OF SELECTION OF LOWEST QUOTE, WHEELER ROOFING, AS CONTRACTOR FOR REPLACEMENT OF ROOF AREAS OVER PARKS AND RECREATION OFFICE AND RACQUETBALL COURTS AT THE TRAVIS OUTLAW CENTER AT A COST OF \$24,870.00.
2. CONSIDERATION OF AN AGREEMENT WITH SECURITY SOLUTIONS FOR ALARM SYSTEM AND FIRE ALARM MONITORING AT TRAVIS OUTLAW CENTER, SPORTSPLEX CONCESSIONS AND MCKEE CONCESSIONS.
3. CONSIDERATION OF AN AGREEMENT WITH PERRY WEATHER FOR A WEATHER STATION FOR USE AT THE SPORTSPLEX DURING YOUTH RECREATIONAL GAMES AND OTHER EVENTS.
4. CONSIDERATION TO REJECTING ALL BIDS RECEIVED FOR THE J.L.KING PARK AND PATRIOT'S PARK RESTROOM FACILITIES AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE POWERDMS FOR POLICY AND PROCEDURE, AND TRAINING MANAGEMENT SOFTWARE AS SOLE COMPATIBLE SOFTWARE WITH EXISTING EQUIPMENT AT A COST OF \$5,656.38.
2. CONSIDERATION TO ALLOW CORPORAL STRATTON WOODS TO ATTEND TACTICAL OFFICER SURVIVAL SCHOOL IN HATTIESBURG, MS, MARCH 31 – APRIL 1, 2020 AT A TOTAL COST OF \$480.00.
3. CONSIDERATION OF THE PURCHASE FROM THE LOWEST AND BEST QUOTE FOR FORENSIC MEASURING, SURVEYING, RECORDING, DIAGRAMMING EQUIPMENT FROM TRIMBLE AND VENDOR NEIGPS FOR A TOTAL OF \$15,021.00, FROM THE FY20 JAG HOT SPOT GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 WITH FOCUS ON THE PLANNING AND EXECUTION OF THE SU SOCIAL MEDIA PLATFORMS WITH A BUDGET OF \$1,500 PER MONTH AND \$2,500 FOR A COMPREHENSIVE PACKAGE OF COMMUNICATION SERVICES.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT BEST AND LOWEST QUOTE FOR A NEW MITEL PHONE SYSTEM FROM SYNERGETICS FOR \$39,133.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Dr. Simon Kim, at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 28, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 28, 2020 work session” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Proclamation of Existence of a Local Emergency” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen do hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: March 17, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

4. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL THREE VACANCIES: A WARD 3 VACANCY FOR THE PLANNING AND ZONING COMMISSION, A HISTORIC PRESERVATION COMMISSION VACANCY AND A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill three vacancies: one vacancy in Ward 3 for the Planning and Zoning Commission, one vacancy in the Historic Preservation Commission and one vacancy for the Library Board of Trustees” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for leasing airport tillable land located south and west of the runway and taxiway and inside the fenced area for one year for farmland at George M. Bryan Field” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AUTHORIZING THE ADVERTISEMENT FOR PROPOSALS FOR THE 2020 HERBICIDE SPRAYING SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the advertisement for proposals for the 2020 Herbicide Spraying services” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTANCE OF FEBRUARY FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2020 financial statements” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE MAURICE JOHNSON, WESLEY KOEHN, DAVID LEWIS, AND STEPHEN MERCER, AS RESERVE POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Maurice Johnson, Wesley Koehn, David Lewis, and Stephen Mercer, as Reserve Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ELI BARKSDALE AND CAMERON BELL AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZATION TO HIRE SCOTTIE MONTGOMERY AS A CERTIFIED POLICE OFFICER AND MICHAEL MCCLENDON AS A FULL TIME TEMPORARY ENTRY LEVEL POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the

March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Eli Barksdale and Cameron Bell as an Entry Level Police Officers in the Starkville Police Department. Request authorization to hire Scottie Montgomery as a Certified Police Officer and Michael McClendon as a Full Time Temporary Entry Level Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO TRANSFER NOAH BRANDON FROM THE STARKVILLE ENGINEERING DEPARTMENT AS AN INTERN TO THE STARKVILLE UTILITIES DEPARTMENT AS AN INTERN.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to transfer Noah Brandon from the Starkville Engineering Department as an Intern to the Starkville Utilities Department as an Intern” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR FOUR (4) SEASONAL MAINTENANCE WORKERS IN THE STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for four (4) Seasonal Maintenance Workers in the Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE GRETCHEN REEVES AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Gretchen Reeves as a Sports Coordinator in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF THE LOWEST QUOTE OF \$29,787.92 FOR CAMERA SOFTWARE AND VIDEO STORAGE FROM CONVERGINT TECHNOLOGIES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote of \$29,787.92 for camera software and video storage from Convergent Technologies” is enumerated, this consent item is thereby approved.

Two quotes received: Convergent - \$29,787.92 and Security 101 - \$29,820.50

Agreement on following page.

15. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH SECURITY SOLUTIONS FOR ALARM SYSTEM AND FIRE ALARM MONITORING AT TRAVIS OUTLAW CENTER, SPORTSPLEX CONCESSIONS AND MCKEE CONCESSIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Security Solutions for alarm system and fire alarm monitoring at Travis Outlaw Center, Sportsplex concessions and McKee concessions” is enumerated, this consent item is thereby approved.

Agreements follow Convergent agreement.



Phone Mobile
Devlin.Roussel@convergent.com

March 9, 2020

City of Starkville Mississippi
Starkville MS City Hall
110 W Main St. Starkville, Mississippi 39759
Attention:

Quotation: DR04258965P
RFP#:
License/Cert

Reference: City Genetec Migration

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergent will work with the city's IT Staff to set up the city's instance of Genetec Stratocast and to add and configure the city's 80 existing cameras. Convergent will do this work remotely.

Convergent will go on site for 8 hours to train the City's IT staff and Police Department users. The Training will be provided in 2 2hour blocks on the same day.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	1.00	SCS-Base_1Y	Genetec Security Center SaaS Base Package. Includes 16 entities (cameras, readers, federated sites, intercoms), five (5) Security Desk client connection, five (5) Mobile client connections, five (5) Web client connections, Alarm Management, Advanced Reporting, System Partitioning, Incident Reports, and Dynamic Map Support for one tenant. Active Directory, Threat Level, Import Tool and Visitor Management modules are also included as well as Plan Manager for up to 25 entities, and Advanced Plan Manager for GIS Map servers.	\$ 1,508.78	\$ 1,508.78
2	1.00	SCS-PM-STD-100_1Y	Subscription for Plan Manager for up to 100 entities (cameras, doors, intrusion panels, custom entities). Supports vector-based maps (PDF), alarm management, PTZ control and field of view, customizable entity states, simple Bing maps support.	\$ 579.72	\$ 579.72
3	80.00	ST-STD-1Y-N1Y	1 Yearly Stratocast camera STANDARD subscription. Supports up to 1920x1080 resolution, up to 600 kbps bit rate and up to 10 FPS with 7 days cloud storage. Verify SDL for cloud camera compatibility.	\$ 173.43	\$ 13,874.40
4	1,840.00	ST-S1D-1Y-N1Y	1 day of additional video retention for yearly Stratocast camera STANDARD subscription.	\$ 2.89	\$ 5,317.60
5	1.00	CLR-PLAN25-US_1Y	Genetec Clearance Plan 25 - includes 25 new cases per month, 600GB of storage and an unlimited number of user accounts. Software upgrades and e-mail support are included. Account data is stored in the United States.	\$ 3,445.94	\$ 3,445.94

Equipment Total	\$ 24,726.44
Total Labor/Other Costs	\$ 4,319.57
Freight/Warranty	\$ 741.91
Tax if Applicable	\$ 0.00
Total Project Price	\$ 29,787.92

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 29,787.92

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Devlin Roussel

Convergent Technologies
Devlin Roussel

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

D. Lynn Spruill

Customer Name (Printed)

[Signature]

Authorized Signature

March 17, 2020

~~March 9, 2020~~

Date

Mayor

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within forty-five (45) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within forty-five (45) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate pursuant to Mississippi code section 31-7-305, and may avail itself of any other legal or equitable remedy.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force

Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, , SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be first subject to mediation.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10th day of March 2020 by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec. McKee Park Concession

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at McKee Park (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of

() \$25.00 per month for land line monitoring

() \$32.00 per month for cellular monitoring

(☒) \$42.00 per month for Total Connect.

() _____ other

This Agreement shall be for an initial term of 30 Days and shall automatically be renewed for like periods at the current monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) day prior to the expiration of the original term or renewal term or renewal term thereof, Company may increase the monthly monitoring rate for any renewal period by giving Subscriber thirty (30) days prior notice.

3. Receipt of copy: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

4. Cancellation: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

5. COMPANY IS NOT AN INSURER:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any shall be obtained by subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein;

6. COMPANY LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, OR OTHERWISE OR THAT THE SYSTEM OR SERVICE WILL, IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

7. MONITORING SERVICES: Signals of the alarm system owned by Subscriber at the premise hereinabove set forth shall be monitored by an Independent Monitoring Facility (IMF) to be selected by the COMPANY. If in the opinion of COMPANY, use of alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber. Any monitoring fee charged by IMF shall be paid by COMPANY.

8. RECEIPT OF SIGNAL/RESPONSE: IMF shall make every reasonable effort to do the following:

(a) Upon receipt of a holdup alarm signal transmit the alarm to the police department and notify the Subscriber or his designated representative by calling the telephone number(s) supplied to IMF. IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

(b) Upon receipt of a hold-up alarm signal transmit the alarm to the police department.

(c) UPON RECEIPT OF A SPRINKLER ALARM SIGNAL, WATER FLOW SIGNAL, MANUAL SMOKE OR AUTOMATIC FIRE ALARM SIGNAL, IMF WILL TRANSMIT THE ALARM TO THE FIRE DEPARTMENT AND THEN NOTIFY SUBSCRIBER, OR HIS DESIGNATED REPRESENTATIVES BY CALLING THE TELEPHONE NUMBER(S) SUPPLIED TO IMF IN WRITING BY SUBSCRIBER.

(d) Upon receipt of an emergency alert signal, transmit the alarm to the person and/or entities designated by Subscriber information provided to IMF.

(f) Upon receipt of a request for service from subscriber, IMF WILL RELAY REQUEST TO COMPANY.

9. TRANSMISSION LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to IMF's central station when a digital communicator is used. Subscriber acknowledges that if a digital communicator is used for the purposes of transmitting alarm signals from Subscriber's premises to IMF's central station that the signals from system are transmitted over Subscriber's regular telephone service and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, interruption will not be known to COMPANY or IMF. Subscriber further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond control and jurisdiction of COMPANY and IMF, and are maintained and serviced by the applicable telephone or utility. COMPANY, at its option may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to IMF's central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY's sole option. Subscriber further acknowledges that radio frequency transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY and IMF.

10. COMPANY'S COMMUNICATOR: IF COMPANY has provided the communicator pursuant to Section 1, the communicator shall at all times remain the sole property of COMPANY. COMPANY's sole service obligation shall be to make repairs to the communicator caused by ordinary wear and tear or malfunction. Repairs necessitated by other cause including Subscriber misuse or accident shall be paid for by Subscriber.

11. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, COMPANY may in its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving of (10) days written notice to Subscriber. COMPANY's excuse from performance shall not effect right to recover damages from Subscriber. In the event of fine, penalty or fee being assessed against COMPANY or IMF by any government or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of the COMPANY and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment thereof, nor shall any or all of such alarms excuse any of the Subscribers as set forth in this Agreement.

12. INTERRUPTION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, internet service, cellular service, or other acts of God, or for any other cause beyond the control of the COMPANY will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This agreement may be suspended or cancelled, without notice at the operation of COMPANY, if IMF's Central Station or Subscriber's premises or equipment are destroyed or substantially damaged so that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by a governmental authority.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises, and test this system periodically during the term of this agreement. Subscriber shall immediately report to COMPANY any

claimed inadequacy as a failure of the system or service. Subscriber agrees to furnish COMPANY with any changes, revisions, and notifications to Subscribers information in writing, when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions. Subscriber shall turn off or remove all things animate, including but not limited to all air forced heaters, air conditioners, horns, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the system is on. Subscribers shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay each service call at the COMPANY'S prevailing rate with a one-hour minimum charge. Subscriber shall obtain, pay for, and keep in full force and effect, all necessary licenses and permits for the installation and use of alarm system during the original term and any renewal term of this agreement.

15. **DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision hereof within the ten (10) days after, COMPANY shall have requested in writing performance hereof or COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscribers and continue to monitor the system in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; (b) Discontinue monitoring with five (5) days written notice and recover from Subscriber all sums COMPANY may be entitled to under law; (c) such other remedies as may be permitted under Mississippi law.

16. **DELINQUENCY RECONNECT CHARGES:** In the event any payment due hereunder is more than FORTY FIVE (45) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency pursuant to Mississippi Code Section 31-7-305 If the alarm system is deactivated because of Subscribers past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to COMPANY a reasonable amount that shall be determined by COMPANY.

17. **TERMINATION:** Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY's communicator.

19. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. **INVALID PROVISION:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. **MAINTENANCE OF SIGNAL SYSTEM -** Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

24. **DUTY ON REMOVAL OF SYSTEM -** Company is under no obligation to repair or redecorate any portion of Subscriber's building or home upon removal of Company's system from the home or building.

25. **NO WAIVER -** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effects as in no such forbearance or waiver had occurred.

27. **GOVERNING LAW -** It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

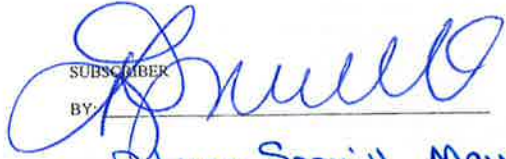
28. **VENUE -** It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: 

BY: D. Lynn Spruill, Mayor

SSN: _____

3.17.2020



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10th day of March 2020, by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec Travis Outlaw Intrusion

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at, Lynn Lane, (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of
() \$25.00 per month for land line monitoring

() \$32.00 per month for cellular monitoring

(✓) \$42.00 per month for Total Connect.

() _____ other

This Agreement shall be for an initial term of 30 Days and shall automatically be renewed for like periods at the current monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) day prior to the expiration of the original term or renewal term or renewal term thereof, Company may increase the monthly monitoring rate for any renewal period by giving Subscriber thirty (30) days prior notice.

3. Receipt of copy: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

4. Cancellation: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

5. COMPANY IS NOT AN INSURER:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any shall be obtained by subscriber, that the payments provided for herein are based solely on the value of the service as set forth herein;

6. COMPANY LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, OR OTHERWISE OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

7. MONITORING SERVICES: Signals of the alarm system owned by Subscriber at the premise hereinabove set forth shall be monitored by an Independent Monitoring Facility (IMF) to be selected by the COMPANY. If in the opinion of COMPANY, use of alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber. Any monitoring fee charged by IMF shall be paid by COMPANY.

8. RECEIPT OF SIGNAL/RESPONSE: IMF shall make every reasonable effort to do the following:

(a) Upon receipt of a holdup alarm signal transmit the alarm to the police department and notify the Subscriber or his designated representative by calling the telephone number(s) supplied to IMF. IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

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10. COMPANY'S COMMUNICATOR: If COMPANY has provided the communicator pursuant to Section 1, the communicator shall at all times remain the sole property of COMPANY. COMPANY's sole service obligation shall be to make repairs to the communicator caused by ordinary wear and tear or malfunction. Repairs necessitated by other cause including Subscriber misuse or accident shall be paid for by Subscriber.

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12. INTERRUPTION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, internet service, cellular service, or other acts of God, or for any other cause beyond the control of the COMPANY will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This agreement may be suspended or cancelled, without notice at the operation of COMPANY, if IMF's Central Station or Subscriber's premises or equipment are destroyed or substantially damaged so that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by a governmental authority.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises, and test this system periodically during the term of this agreement. Subscriber shall immediately report to COMPANY any

claimed inadequacy as a failure of the system or service. Subscriber agrees to furnish COMPANY with any changes, revisions, and notifications to Subscribers information in writing, when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions. Subscriber shall turn off or remove all things animate, including but not limited to all air forced heaters, air conditioners, fans, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the system is on. Subscribers shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay each service call at the COMPANY'S prevailing rate with a one-hour minimum charge. Subscriber shall obtain, pay for, and keep in full force and effect, all necessary licenses and permits for the installation and use of alarm system during the original term and any renewal term of this agreement.

15. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision hereof within the ten (10) days after, COMPANY shall have requested in writing performance hereof or COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscribers and continue to monitor the system in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; (b) Discontinue monitoring with five (5) days written notice and recover from Subscriber all sums COMPANY may be entitled to under law; (c) such other remedies as may be permitted under Mississippi law.

16. DELINQUENCY RECONNECT CHARGES: In the event any payment due hereunder is more than FORTY FIVE (45) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency pursuant to Mississippi Code Section 31-7-305 If the alarm system is deactivated because of Subscribers past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to COMPANY a reasonable amount that shall be determined by COMPANY.

17. TERMINATION: Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY'S communicator.

19. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. INVALID PROVISION: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER: This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. MAINTENANCE OF SIGNAL SYSTEM - Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

24. DUTY ON REMOVAL OF SYSTEM - Company is under no obligation to repair or redecorate any portion of Subscriber's building or home upon removal of Company's system from the home or building.

25. NO WAIVER - The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effects as in no such forbearance or waiver had occurred.

27. GOVERNING LAW - It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

28. VENUE - It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: 

BY: D. Lynn Spruill, Mayor

SSN: _____

3-17-2020



Security Solutions & Communications, Inc.

Alarm Systems Agreement

901 Lynn Lane

Starkville, MS 39759

662-323-0102

MS LICENSE # 15006302



This agreement is entered into this 10 day of March 2020, by and between Security

Solutions and Communications, Inc., Dealer; herein referred to as "Company" and

of Starkville Parks & Rec Trans Outbox Center Fire alarm

herein referred to as "Subscriber."

1. Description of services provided: COMPANY agrees to provide monitoring service as herein after set forth for the alarm system owned by Subscriber

And located at Lynn Lane (City) Starkville

(Zip Code) 39759

2. Payment and Terms:

2.1 The sum of _____ dollars for activation fee, processing and phone hookup is due upon completion of installation.

2.2 Subscriber agrees to pay COMPANY, its agents, or assigns for monitoring, the sum of

() \$25.00 per month for land line monitoring

() \$32.00 per month for cellular monitoring

() \$42.00 per month for Total Connect.

(☒) \$50.00 other

This Agreement shall be for an initial term of 30 days and shall automatically be renewed for like periods at the current monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) day prior to the expiration of the original term or renewal term or renewal term thereof, Company may increase the monthly monitoring rate for any renewal period by giving Subscriber thirty (30) days prior notice.

3. Receipt of copy: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION.

4. Cancellation: (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

5. COMPANY IS NOT AN INSURER:

5.1 It is understood and agreed: That COMPANY is not an insurer; that insurance, if any shall be obtained by subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein;

6. COMPANY LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, OR OTHERWISE OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

7. MONITORING SERVICES: Signals of the alarm system owned by Subscriber at the premise hereinabove set forth shall be monitored by an Independent Monitoring Facility (IMF) to be selected by the COMPANY. If in the opinion of COMPANY, use of alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber. Any monitoring fee charged by IMF shall be paid by COMPANY.

8. RECEIPT OF SIGNAL/RESPONSE: IMF shall make every reasonable effort to do the following:

(a) Upon receipt of a holdup alarm signal transmit the alarm to the police department and notify the Subscriber or his designated representative by calling the telephone number(s) supplied to IMF. IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

(b) Upon receipt of a hold-up alarm signal transmit the alarm to the police department.

(c) UPON RECEIPT OF A SPRINKLER ALARM SIGNAL, WATER FLOW SIGNAL, MANUAL SMOKE OR AUTOMATIC FIRE ALARM SIGNAL, IMF WILL TRANSMIT THE ALARM TO THE FIRE DEPARTMENT AND THEN NOTIFY SUBSCRIBER, OR HIS DESIGNATED REPRESENTATIVES BY CALLING THE TELEPHONE NUMBER(S) SUPPLIED TO IMF IN WRITING BY SUBSCRIBER.

(d) Upon receipt of an emergency alert signal, transmit the alarm to the person and/or entities designated by Subscriber information provided to IMF.

(f) Upon receipt of a request for service from subscriber, IMF WILL RELAY REQUEST TO COMPANY.

9. TRANSMISSION LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to IMF's central station when a digital communicator is used. Subscriber acknowledges that if a digital communicator is used for the purposes of transmitting alarm signals from Subscriber's premises to IMF's central station that the signals from system are transmitted over Subscriber's regular telephone service and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, interruption will not be known to COMPANY or IMF. Subscriber further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond control and jurisdiction of COMPANY and IMF, and are maintained and serviced by the applicable telephone or utility. COMPANY, at its option may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to IMF's central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY's sole option. Subscriber further acknowledges that radio frequency transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY and IMF.

10. COMPANY'S COMMUNICATOR: If COMPANY has provided the communicator pursuant to Section 1, the communicator shall at all times remain the sole property of COMPANY. COMPANY's sole service obligation shall be to make repairs to the communicator caused by ordinary wear and tear or malfunction. Repairs necessitated by other cause including Subscriber misuse or accident shall be paid for by Subscriber.

11. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, COMPANY may in its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving of (10) days written notice to Subscriber. COMPANY's excuse from performance shall not effect right to recover damages from Subscriber. In the event of fine, penalty or fee being assessed against COMPANY or IMF by any government or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of the COMPANY and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment thereof, nor shall any or all of such alarms excuse any of the Subscribers as set forth in this Agreement.

12. INTERRUPTION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, internet service, cellular service, or other acts of God, or for any other cause beyond the control of the COMPANY will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This agreement may be suspended or cancelled, without notice at the operation of COMPANY, if IMF's Central Station or Subscriber's premises or equipment are destroyed or substantially damaged so that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by a governmental authority.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises, and test this system periodically during the term of this agreement. Subscriber shall immediately report to COMPANY any

claimed inadequacy as a failure of the system or service. Subscriber agrees to furnish COMPANY with any changes, revisions, and notifications to Subscriber's information in writing, when any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied air space change, or other disturbing conditions. Subscriber shall turn off or remove all things animate, including but not limited to all air forced heaters, air conditioners, horns, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the system is on. Subscribers shall have sole responsibility for silencing any audible device. In the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay each service call at the COMPANY'S prevailing rate with a one-hour minimum charge. Subscriber shall obtain, pay for, and keep in full force and effect, all necessary licenses and permits for the installation and use of alarm system during the original term and any renewal term of this agreement.

15. **DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within forty five (45) days after the same is due and payable or Subscriber fails to perform any other provision hereof within the ten (10) days after, COMPANY shall have requested in writing performance hereof or COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscribers and continue to monitor the system in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services; (b) Discontinue monitoring with five (5) days written notice and recover from Subscriber all sums COMPANY may be entitled to under law; (c) such other remedies as may be permitted under Mississippi law.

16. **DELINQUENCY RECONNECT CHARGES:** In the event any payment due hereunder is more than FORTY FIVE (45) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency pursuant to Mississippi Code Section 31-7-305 if the alarm system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to COMPANY a reasonable amount that shall be determined by COMPANY.

17. **TERMINATION:** Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from IMF's monitoring network, or remove COMPANY's communicator.

19. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document prior or subsequent to this Agreement.

21. **INVALID PROVISION:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

22. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understanding or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their authorized agent. No waiver of a breach or any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree to this agreement or to any other address provided by one to the other from time to time in writing.

23. **MAINTENANCE OF SIGNAL SYSTEM -** Company's obligation under pursuant to this agreement relates solely to the maintenance of the specified protective signaling system. Company is in no way obligated to maintain, service, replace, operate, or assure the operation of the property, system or any device or devices of owner or others to which Subscriber's system is attached.

24. **DUTY ON REMOVAL OF SYSTEM -** Company is under no obligation to repair or redecorate any portion of Subscriber's building or home upon removal of Company's system from the home or building.

25. **NO WAIVER -** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effects as in no such forbearance or waiver had occurred.

27. **GOVERNING LAW -** It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi.

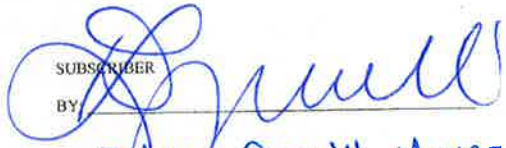
28. **VENUE -** It is agreed that should venue become necessary in regards to this contract, the parties agree that venue will be in Oktibbeha County, Mississippi.

SECURITY SOLUTIONS & COMMUNICATION, INC.

BY: 

APPROVED: 

SUBSCRIBER

BY: 

BY: D. Lynn Spruill, Mayor

SSN: _____

3.17.2020

16. REQUEST AUTHORIZATION TO PURCHASE POWERDMS FOR POLICY AND PROCEDURE, AND TRAINING MANAGEMENT SOFTWARE AS SOLE COMPATIBLE SOFTWARE WITH EXISTING EQUIPMENT AT A COST OF \$5,656.38.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase PowerDMS for policy and procedure, and training management software, a sole source compatible software, at a cost of \$5,656.38 which includes the first year implementation and training” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW CORPORAL STRATTON WOODS TO ATTEND TACTICAL OFFICER SURVIVAL SCHOOL IN HATTIESBURG, MS, MARCH 31 – APRIL 1, 2020 AT A TOTAL COST OF \$480.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Corporal Stratton Woods to attend Tactical Officer Survival School March 31 – April 1, 2020, in Hattiesburg, MS at a total cost of \$480.00” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION OF THE PURCHASE FROM THE LOWEST AND BEST QUOTE FOR FORENSIC MEASURING, SURVEYING, RECORDING, DIAGRAMMING EQUIPMENT FROM TRIMBLE AND VENDOR NEIGPS FOR A TOTAL OF \$15,021.00, FROM THE FY20 JAG HOT SPOT GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the purchase from the lowest and best quote for forensic measuring, surveying, recording, diagramming equipment from Trimble and vendor NeiGps for a total of \$15,021.00, from the FY20 JAG Hot Spot grant” is enumerated, this consent item is thereby approved.

Quote 1 - \$15,021.00 – Trimble and NeiGps

Quote 2 – \$29,279.16 – Faro Technologies

19. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 WITH FOCUS ON THE PLANNING AND EXECUTION OF THE SU SOCIAL MEDIA PLATFORMS WITH A BUDGET OF \$1,500 PER MONTH AND \$2,500 FOR A COMPREHENSIVE PACKAGE OF COMMUNICATION SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a Professional Service Agreement with Narrative 12 for communication services” is enumerated, this consent item is thereby approved.

The agreement follows this page.

20. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT BEST AND LOWEST QUOTE FOR A NEW MITEL PHONE SYSTEM FROM SYNERGETICS FOR \$39,133.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to accept lowest and best quote for new Mitel phone system from Synergetics for \$39,133.00” is enumerated, this consent item is thereby approved.

Quotes: Synergetics----\$39,133.00 and Mitel-----\$49,957.00

Agreement

Between

NARRATIVE¹²

and



We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as "SU."

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms with a budget of \$1,500 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from MARCH 25, 2020 through MARCH 25, 2021. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by Terry Kemp, SU general manager, unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from _____, 2020 through _____, 2021. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.

E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative 12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative 12

By: _____

Checky Herrington
Principal

Date: _____

3/19/20

Starkville Utilities

By: _____

Terry Kemp
SU General Manager

Date: _____

03/19/2020

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill read the Proclamation of Existence of A Local Emergency and noted the seriousness of the coronavirus COVID-19 pandemic. She urged everyone to take all precautions possible to prevent the spread of the virus. City employees will go to essential personnel only, while still providing services to citizens. Sanitation will eliminate Thursday and Friday pickups until further notice.

BOARD OF ALDERMEN COMMENTS:

All Aldermen stressed the seriousness of COVID-19 and encouraged citizens to stay healthy. It was noted the school system and Vowell's Market is providing meals to students while out of school.

21. CONSIDERATION OF ADMINISTRATIVE LEAVE FOR CITY STAFF.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion that all City staff on administrative leave pursuant to the Governor's proclamation and declared state of emergency related to Covid-19, the Coronavirus, be paid their regular respective wages in full, with such payment to be revisited during the Board of Aldermen's Regular Meeting of April 7, 2020, otherwise to remain in full force and effect until further Order of the Board of Aldermen. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, told everyone the symptoms of the coronavirus.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

22. CONSIDERATION OF THE SERVICES AND FACILITIES PLAN OF THE CITY OF STARKVILLE FOR THE PROPOSED ANNEXED TERRITORY.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve the Services and Facilities Plan of the City of Starkville for the Proposed Annexed Territory in substantial form allowing for any subsequent amendments or adjustments at the recommendation and discretion of the City's Department Heads. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

SERVICES AND FACILITIES PLAN

Proposed Annexation Area

City of Starkville, Mississippi

March 12, 2020

Mayor:

D. Lynn Spruill

Aldermen:

Ben Carver, Ward 1
Sandra Sistrunk, Ward 2
David Little, Ward 3
Jason Walker, Ward 4
Hamp Beatty, Ward 5
Roy Perkins, Ward 6
Henry Vaughn, Sr., Ward 7

City Clerk:

Lesa Hardin

City Attorney:

Christopher Latimer

Prepared by:



POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

TABLE OF CONTENTS

General Government.....	3
Court Department.....	4
Police Department & Animal Control.....	5
Fire Department	7
Community Development.....	10
Engineering & Streets Department.....	11
Streetlighting Plan.....	13
Parks and Recreation Department.....	14
Sanitation & Environmental Services.....	17
Starkville Utilities.....	18
Water Plan.....	21
Sewer Plan.....	22
Water and Sewer Plan Cost Estimates.....	23

GENERAL GOVERNMENT

Existing City

Personnel

One (1) Mayor
Seven (7) Aldermen
One (1) City Clerk
One (1) Deputy Clerk Accounts Receivable
One (1) Deputy Clerk Accounts Payable
One (1) Deputy Clerk Payroll
One (1) Deputy Clerk Accounting
One (1) Deputy Clerk Grants/Inventory
Two (2) Receptionists (Part-Time)
One (1) Administrative Assistant
One (1) City Attorney

Equipment

Standard office equipment.
One (1) 2018 Nissan Kicks

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

Other

Redistricting	\$15,000 (year 1 only)
Additional County Fee for Property Tax Collection (Current rate of \$50,000 to increase to \$75,000)	\$25,000/yr.

COURT DEPARTMENT

Existing City

Personnel

One (1) Judge
One (1) Prosecutor
Three (3) Defenders (Part-time)
One (1) Court Clerk
Four (4) Deputy Clerks

Equipment

No equipment

Proposed Annexation Area

No additional personnel or equipment required at this time.

POLICE DEPARTMENT & ANIMAL CONTROL

Existing City

Personnel

Full-time Sworn Personnel:

One (1) Chief
One (1) Assistant Chief
Two (2) Captains
Four (4) Lieutenants
Ten (10) Sergeants
Twelve (12) Corporals
Thirty (30) Officers
One (1) Parking/Bailiff

Part-time Sworn Personnel:

One (1) Reserve Captain
Nine (9) Reserve Officers

Full-Time Civilian Personnel:

Two (2) Animal Control Officers
One (1) Executive Administrative Assistant
One (1) Administrative Assistant
One (1) Records Clerk
One (1) Accreditation Manager
Six (6) Dispatchers

Part-Time Civilian Personnel:

One (1) Internal Affairs
Two (2) Dispatchers

Equipment

One (1) 2006 Barr Trailer	Two (2) 2015 Harley Davidson Ultras
One (1) 2006 YAMA ATV	One (1) 2006 Ford F150
One (1) 2007 Ford Tauruses	Nine (9) 2007 Crown Vics
Ten (10) 2013 Ford Tauruses	One (1) 2006 Ford Expedition
One (1) 2008 Crown Vic	Two (2) 2009 Crown Vics
Two (2) 2017 Ford F150	One (1) 2015 Chevrolet Tahoe
One (1) 2015 Ford Interceptor	One (1) 2010 Hyundai Genesis
Three (3) 2016 Ford Interceptors	One (1) 2007 Chevrolet Silverado
Eleven (11) 2010 Crown Vic	One (1) 1997 Jeep LTR
One (1) 2006 Dodge Charger	One (1) 2006 Jeep Commander
One (1) 2016 Ford F250	Two (2) Crown Vics

(continued)

POLICE DEPARTMENT & ANIMAL CONTROL *(continued)*

Proposed Annexation Area

Year 1

Personnel

Five (5) Full-Time Officers @ \$52,252/person (\$35,000 salary + \$17,252)	\$261,260/yr.
---	---------------

Equipment & Uniforms

Five (5) Outfitted Cars @ \$35,000/officer	\$37,548/yr. ¹
Five (5) Weapons and Equipment @ \$4,500	\$22,500 (year 1 only)
Five (5) Officer Uniforms @ \$350 year 1, \$150 years 2-5	\$1,750 (year 1 only)
	\$750 years 2-5
Five (5) Training @ \$13,000/officer per Chief Ballard	\$65,000 (year 1 only)

¹ Lease/purchase for five (5) years @ 2.8%

FIRE DEPARTMENT

Existing City

Administration:

Personnel:

One (1) Fire Chief
One (1) Administrative Assistant
One (1) Training Chief
Two (2) Fire Marshals
Three (3) Battalion Chiefs

Station 1

Personnel:

Three (3) Captains
Three (3) Sergeants
Six (6) Firefighters

Equipment:

One (1) 2005 Dodge 3500 Ram
One (1) 1993 International 4700LP Fire Truck
One (1) 1993 Ford Crown Vic
One (1) 2006 Pierce Dash Freightliner
One (1) 2011 Ford Crown Vic
One (1) 2016 Ford Police Interceptor

Station 2:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Nine (9) Firefighters

Equipment:

One (1) 2013 Pierce Freightliner
One (1) 2012 Chevy
One (1) 2002 Ford F150
One (1) 2018 Ford F150
One (1) 1996 Ford Crown Vic
One (1) 2017 Wells Cargo EW2425W Dive Trailer

(continued)

FIRE DEPARTMENT *(continued)*

Station 3:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Three (3) Firefighters

Equipment:

One (1) 1980 Ford F350
One (1) 1986 Sutphen M-Tower Fire Truck
One (1) 2003 Chevy Silverado
One (1) 1998 International 4900 Fire Truck
One (1) 2016 E-One Typhoon Fire Truck

Station 4:

Personnel:

Three (3) Lieutenants
Three (3) Sergeants
Six (6) Firefighters

Equipment:

One (1) 2005 GMC Sierra
One (1) 2003 E-One Typhoon Fire Truck

Station 5:

Personnel:

Two (2) Lieutenants
Two (2) Sergeants
Two (2) Firefighters

Equipment:

One (1) 2005 GMC Sierra
One (1) 1993 International 4900 Fire Truck
One (1) 2003 Ford Crown Vic
One (1) 2016 E-One Typhoon Fire Truck

(continued)

FIRE DEPARTMENT *(continued)*

Proposed Annexation Area

Personnel

No Additional Personnel Required per Rating Bureau

Equipment

No Additional Equipment Required per Rating Bureau

COMMUNITY DEVELOPMENT DEPARTMENT

Existing City

Personnel

One (1) Community Development Director
One (1) City Planner
One (1) Assistant City Planner
One (1) Building Official
Two (2) Building Inspectors
One (1) Community Development Administrator
Two (2) Code Enforcement Officials

Equipment

Three (3) 2015 Toyota Tacomas
One (1) 2010 Ford F150

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

Other

Comprehensive Plan Update	\$30,000 (year 1 only)
Apply Zoning	\$15,000 (year 1 only)

ENGINEERING & STREETS DEPARTMENT

Existing City

Personnel

One (1) Department Head
One (1) Street Superintendent
One (1) Assistant City Engineer
One (1) Engineering Inspector
One (1) Engineering Intern
One (1) Automotive & Equipment Tech
One (1) Street Department Secretary
Three (3) Foremen
Three (3) Equipment Operators 1
One (1) Equipment Operators 2
Three (3) Maintenance Workers 1
Six (6) Maintenance Workers 3
Two (2) Seasonal Maintenance Workers

Equipment

One (1) 1993 Ford 150	One (1) 2001 KX91 Mini Kabota
One (1) 2004 4300 International	One (1) 1980 John Deer 444 Front End Loader
One (1) 2001 Dodge Ram 2500	One (1) 2006 Waker RD36 Roller
One (1) 2010 Dodge Ram 3500	One (1) 2006 AZ360 Zipper
One (1) 1989 4300 International	One (1) 2008 JS220 JCB Excavator
One (1) 1999 Ford F350	One (1) 2016 CAT 305 Mini Excavator
One (1) 2002 Chevrolet S-10	One (1) CAT D5C Dozer
One (1) 2003 Ford F750	One (1) 2018 JCB Excavator
Two (2) 2013 Ford F350	One (1) 2019 F350 Ford
One (1) 2002 Ford F350	One (1) 2016 F 350 Ford
One (1) 2005 4200 International	One (1) Sterlin 15 Yard
One (1) 2002 Dodge Ram 2500	One (1) Sterlin 20 Yard
One (1) 2016 Ford F250	One (1) 2019 AC Machine
One (1) 1999 CAT Backhoe	One (1) Auto Mechanic

(continued)

ENGINEERING & STREETS DEPARTMENT *(continued)*

Proposed Annexation Area

Personnel

One (1) Street Dept. Laborer @ \$31,244/person \$31,244/yr.
(\$20,800 salary + \$10,444 benefits)

Equipment & Uniforms

One (1) Uniform @ \$250 year 1 only, \$100 years 2-5 \$250 (year 1 only)
\$100 years 2-5

Street Lights

- 4-County EPA
 - o 66 Proposed Street Lights (year 1) @ \$20.52/month \$16,252
 - o 12 Existing Street Lights @ 18.52/month \$ 2,667
- \$18,919

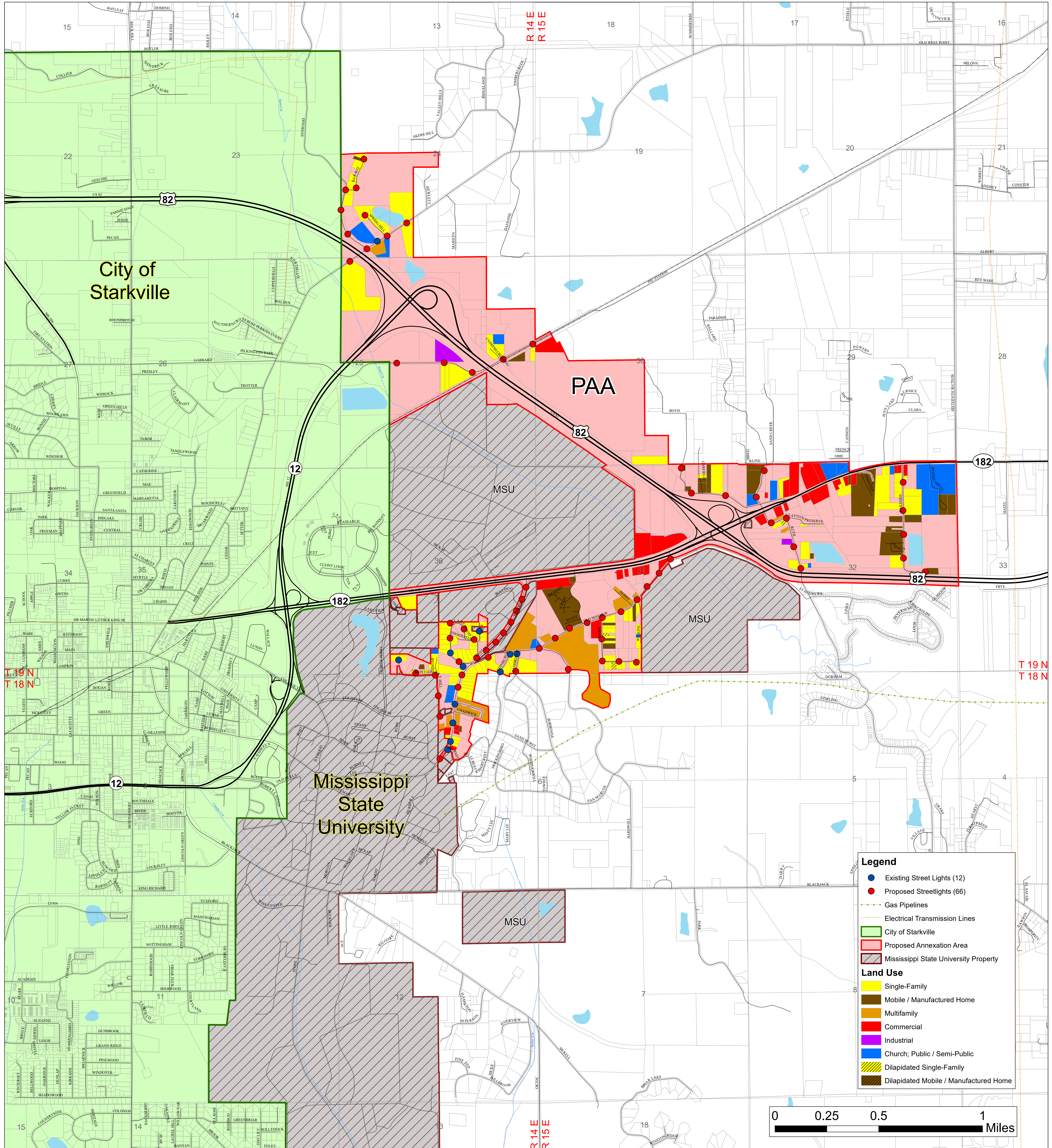
Estimated Road Improvement Costs Proposed Annexation Areas City of Starkville, Mississippi

Street Name	Estimated Costs
Old Mayhew Road (reconstruction)	\$816,900

Gravel Streets to be Paved

Boyd Road	
Bar-B-Q Road	
Lakeside Road	
Wilkins Road	
Biggs Road	
Cannon Road	
Montgomery Hill Road	
Total	\$415,800

Total Estimated Cost \$1,232,700



Street Lighting Plan Proposed Annexation Area City of Starkville, Mississippi

PARKS & RECREATION

Existing City

Personnel

Administration (full-time)

One (1) Custodian
One (1) Program Supervisor
One (1) Administrative Assistant
One (1) Sports Turf Manager
One (1) Lead Facility/Grounds Maintenance Worker
One (1) Maintenance Director
One (1) Athletic Supervisor
Three (3) Maintenance Workers
One (1) Parks & Rec. Director
One (1) Sports Coordinator
One (1) Lead Sports Field Maintenance Worker

Administration (part-time)

Three (3) Receptionists
One (1) Janitor
Two (2) Night Supervisors
Two (2) Athletic Assistants
One (1) Program Assistant
Thirty (30) Seasonal Lifeguards

Equipment

One (1) 2011	Exmark	72" Zero turn lawnmower
One (1) 2011	Exmark	72" Zero turn lawnmower
One (1) 2015	Exmark	72" Zero turn lawnmower
One (1) 2015	Exmark	72" Zero turn lawnmower
One (1) 2017	Exmark	72" Zero turn lawnmower
One (1) 2019	John Deer 9009A	108" TerrainCut Fairway Mower
One (1) 2016	Exmark Turf Tracer	Walk-behind mower
One (1) 2014	Toro	Workman w/dump bed
One (1) 2015	Toro 3040	Sand Pro
One (1) 2008	Toro 3020	Sand Pro
One (1) 2016	John Deere 1200A	Sand Pro
One (1) 1985	New Holland 3930	Tractor

(continued)

PARKS & RECREATION *(continued)*

Equipment *(continued)*

One (1) 1978	New Holland 1720	Tractor
One (1) 2005	New Holland TN60A	Tractor
One (1) 2017	John Deere 4044M	Tractor
One (1) 2004	Quick Pass 450	Topdresser
One (1) 2014	King Kutter 200	Seeder
One (1) 2014	NA	200 Gallon Boom Sprayer
One (1) 1995	NA	70 Gallon Sprayer
One (1) 2014	Stihl KM11DR	Weedeater
One (1) 2011	Stihl FS90R	Weedeater
One (1) 2017	Stihl FS111R	Weedeater
One (1) 2017	Stihl FS91R	Weedeater
One (1) 2012	Stihl KM90R	Weedeater
One (1) 2019	Stihl MS180	Chainsaw
One (1) 2016	Stihl MS251C	Chainsaw
One (1) 2015	Stihl BR350	Backpack Blowers (3)
One (1) 2018	Ever Cut	Walk-Behind Edger
One (1) 2011	Shindaiwa LE242	Stick Edger
One (1) 2013	NA	Backpack pesticide sprayers (5)
Two (2) 2015	NA	Backpack pesticide sprayers (5)
One (1) 2016	NA	Backpack pesticide sprayers (5)
One (1) 2019	NA	Backpack pesticide sprayers (5)
One (1) 2016	John DeereTX 4x2	Gator
One (1) 2005	Ryan	Sod Cutter
One (1) 1995	NA	Bushhog Backwing
One (1) 1985	NA	Bushhog 6 ft
One (1) 1995	NA	Dethatcher/vertacutter
One (1) 1985	Aerway Turf	Aerator
One (1) 2002	Tora Versa	Sweeper
One (1) NA	NA	Trailer 16 ft
One (1) NA	NA	Trailer 10 ft
One (1) NA	NA	Trailer 8 ft
One (1) NA	NA	Dump Trailer 16 Ft with hydraulic dump
One (1) 1995	Pittsburgh	Box blade
One (1) 2011	NA	Pole Saw
One (1) 2009	Stihl	Hedge Trimmer
One (1) 1995	NA	Grader

(continued)

PARKS & RECREATION *(continued)*

Proposed Annexation Area

Personnel

No additional personnel required.

Equipment

No additional equipment required.

SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT¹

Existing City

Personnel

One (1) Secretary
One (1) SES Director
Seven (7) Drivers
Three (3) Foremen 1
Fifteen (15) Maintenance Workers 1
Three (3) Maintenance Workers 2
Two (2) Maintenance Workers 3
One (1) Operator 1

Equipment

One (1) 2012 Freightliner Truck
Four (4) 2016 Freightliner Trucks
One (1) 2016 Mack Truck
One (1) 2015 Mack Truck
One (1) 2011 Mack Truck

Proposed Annexation Area

Personnel

One (1) Driver @ \$43,918/driver (\$31,000 salary + \$12,918 benefits)	\$43,918/yr.
One (1) Laborer @ \$31,244/driver (\$20,800 salary + \$10,444 benefits)	\$31,244/yr.

Equipment & Uniforms

One (1) Rear-end Loader @ \$239,000 (household garbage)	\$51,276/yr. ²
Two (2) Uniforms @ \$250 year 1 only, \$100 years 2-5	\$500 year 1 only, \$200 years 2-5

¹Separate fund from General Fund.

²Lease/purchase for five (5) years @ 2.8%.

STARKVILLE UTILITIES¹

Existing City

Shared Employees

One (1) General Manager
One (1) Assistant Manager
One (1) Executive Admin Assistant
One (1) Accounting & Finance Manager
One (1) Accountant
One (1) Payroll/Collections Clerk
One (1) Customer Service Manager
Four (4) Customer Service Representatives
One (1) Manager System, Billing, Tech
One (1) Metering Infrastructure Coordinator
One (1) Service Technician
One (1) Utility Locator Technician

Pay Distribution

60% Electric, 40% Water
60% Electric, 40% Water
60% Electric, 40% Water
80% Electric, 20% Water
50% Electric, 50% Water
40% Electric, 60% Water
54% Electric, 36% Water, 10% Sanitation
44% Electric, 46% Water, 10% Sanitation
70% Electric, 20% Water, 10% Sanitation
42% Electric, 48% Water, 10% Sanitation
42% Electric, 48% Water, 10% Sanitation
42% Electric, 58% Water

Starkville Utilities – Electric Division

Electric Division Employees

One (1) System Engineer
One (1) Engineering Associate
One (1) Lead Line Foreman
One (1) Warehouse Manager
One (1) Storekeeper
Two (2) Crew Chiefs
Three (3) Linemen
Five (5) Apprentice Linemen
One (1) Lineman Helper

Electric Division Equipment

Seven (7) Ford F-150 XL's
Four (4) Ford F-350's
Two (2) Ford Ranger XLT's
One (1) Ford Expedition
Two (2) GMC Sierra Half-Ton Trucks
One (1) Bucket Service Truck
One (1) GMC Bucket Truck
One (1) Top Kick Bucket Truck

One (1) International 55' Bucket Truck
Two (2) Top Kick Digger Trucks
One (1) Altec Mini Derrick Digger
One (1) International Digger Truck
One (1) Ditch Witch Boring Machine
One (1) Top Kick Flat Bed Dump Truck
One (1) Mini-Excavator Bucket
Two (2) International Material Handlers

¹Separate fund from General Fund.

(continued)

STARKVILLE UTILITIES *(continued)*

Electric Division Equipment *(continued)*

One (1) Nissan PF60DF Forklift
One (1) Ringo-Matic Vacuum Excavator
One (1) Liberty Scag Mower
One (1) URD Pulling Machine
One (1) Ford 2610 Tractor/Bushog
One (1) Ford Diesel 555A Backhoe
One (1) Emergency Generator

Starkville Utilities – Water/Wastewater Division

Water/Wastewater Division Employees

One (1) System Engineer
One (1) GIS Coordinator
One (1) Water Operations Manager
One (1) Warehouse Manager
One (1) Chief Water Operator
Three (3) Foremen
Five (5) Equipment Operators
Seven (7) Maintenance Workers
Two (2) Water Treatment Operators
One (1) Chief Wastewater Operator
Three (3) Wastewater Operators
One (1) Wastewater Maintenance Technician

Water/Wastewater Division Equipment

Five (5) Ford F-150's	One (1) TV Truck, Ford F-350
Three (3) Ford F-250's	Two (2) Freightliner Jet Trucks
Four (4) Ford F-350's	One (1) Sterling Jet Truck
One (1) Ford F-450 Dump Truck	One (1) Novistar Dump Truck
Four (4) GMC Sierras	One (1) Bobcat Front-End Loader
Two (2) Chevy 3500 Trucks	Two (2) Bobcat Excavators
One (1) Ford Escape	Three (3) Bobcat Compact Excavator
One (1) Ford Ranger XLT	One (1) Cat Bulldozer

(continued)

STARKVILLE UTILITIES *(continued)*

Water/Wastewater Equipment *(continued)*

One (1) Cat Front-End Loader
One (1) Cat Excavator
One (1) Forklift
Three (3) New Holland Backhoes
Two (2) Ford 1900/4630 Tractors
One (1) Kubota Tractor
One (1) John Deere Lawnmower
Two (2) Goodwin Diesel Pumps
Two (2) Honda Gas Pumps

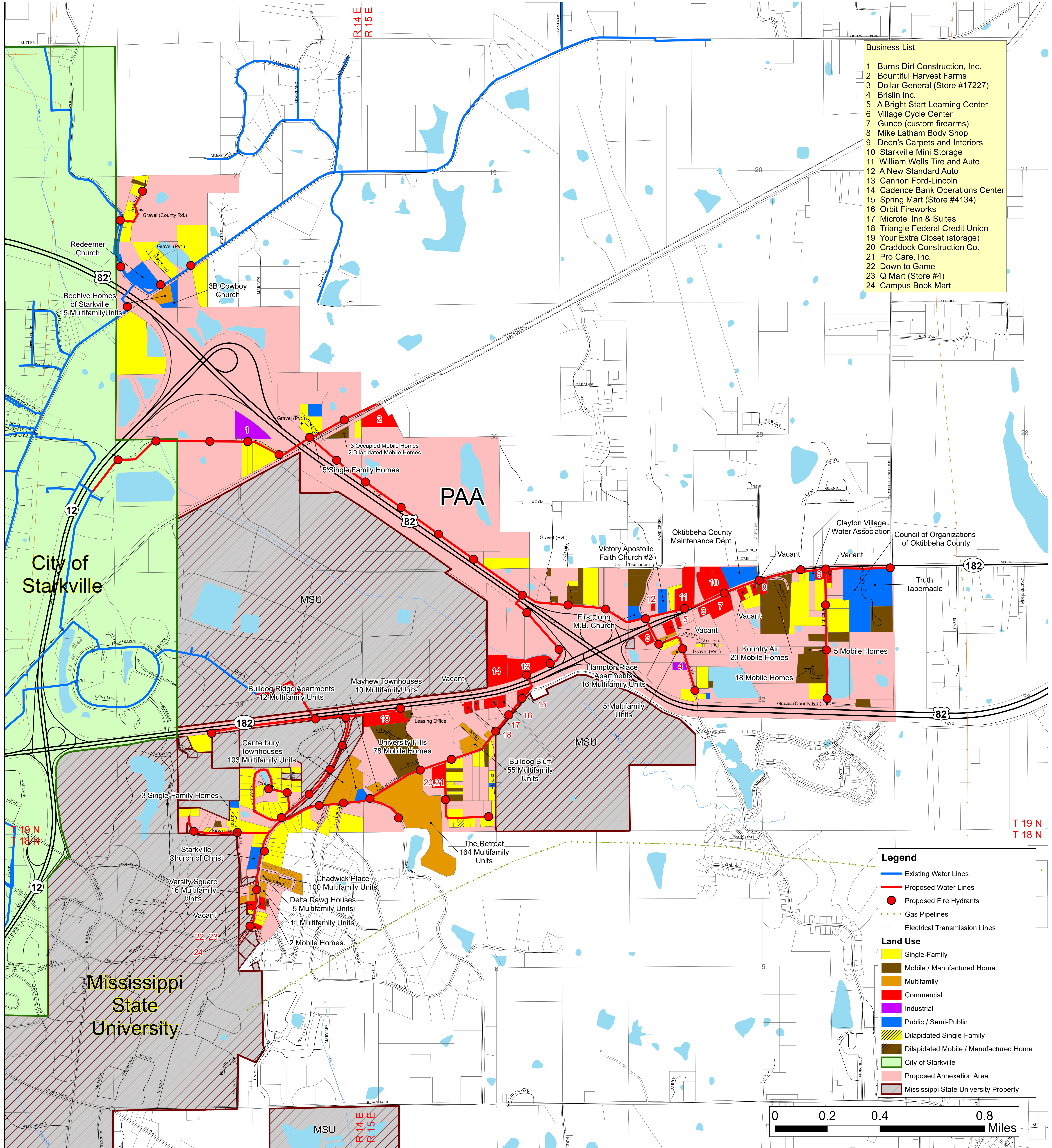
Proposed Annexation Area

Personnel

No additional personnel required.

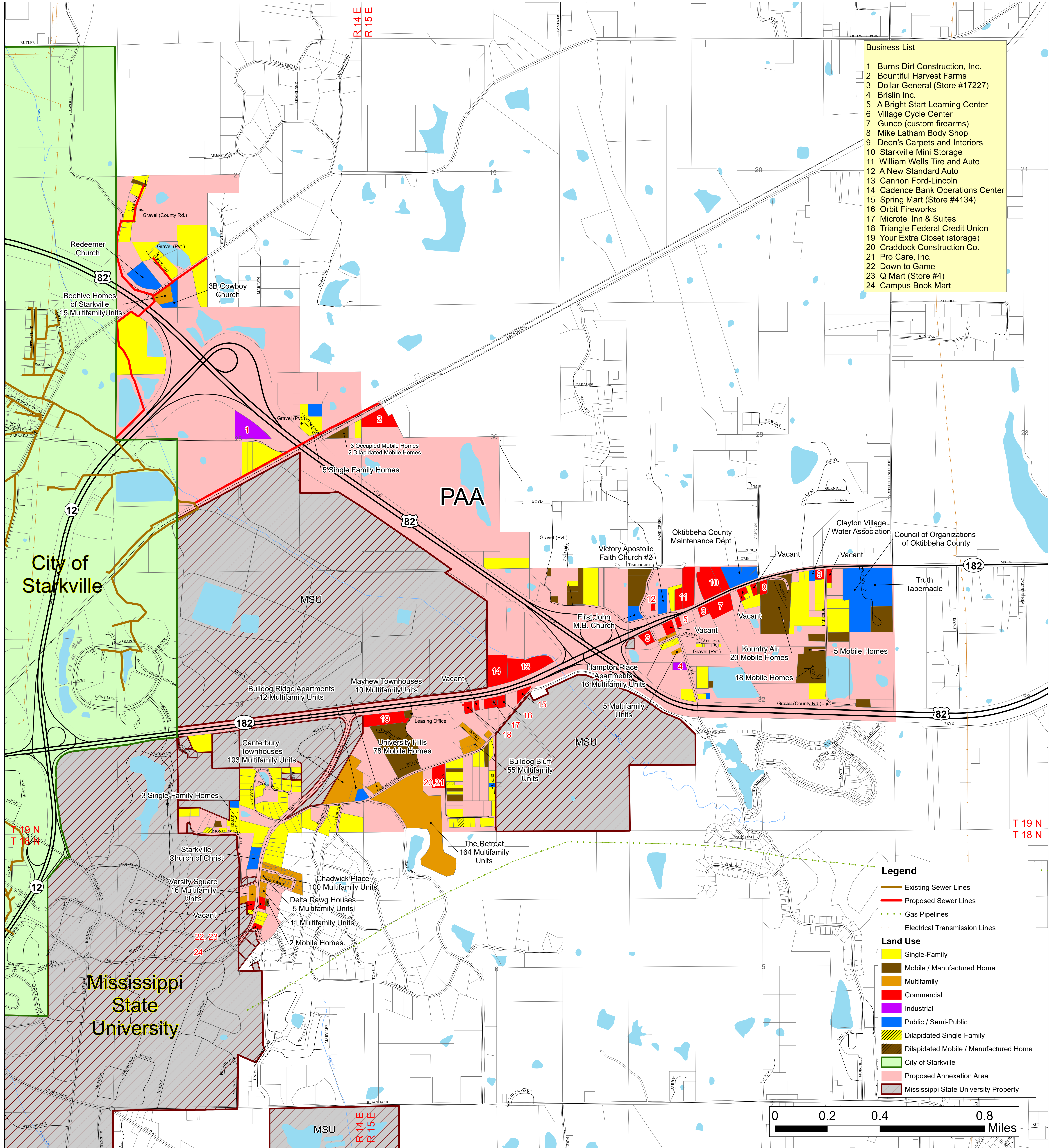
Equipment

No additional equipment



- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
 - 7 Gunco (custom firearms)
 - 8 Mike Latham Body Shop
 - 9 Deen's Carpets and Interiors
 - 10 Starkville Mini Storage
 - 11 William Wells Tire and Auto
 - 12 A New Standard Auto
 - 13 Cannon Ford-Lincoln
 - 14 Cadence Bank Operations Center
 - 15 Spring Mart (Store #4134)
 - 16 Orbit Fireworks
 - 17 Microtel Inn & Suites
 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

Proposed Water Plan Proposed Annexation Area City of Starkville, Mississippi



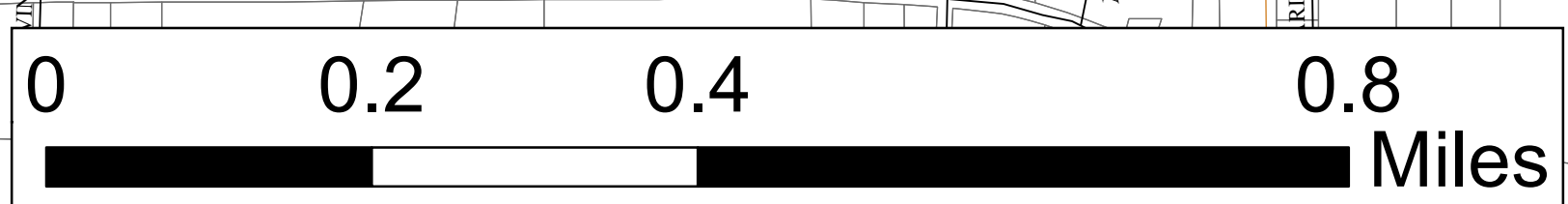
- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
 - 7 Gunco (custom firearms)
 - 8 Mike Latham Body Shop
 - 9 Deen's Carpets and Interiors
 - 10 Starkville Mini Storage
 - 11 William Wells Tire and Auto
 - 12 A New Standard Auto
 - 13 Cannon Ford-Lincoln
 - 14 Cadence Bank Operations Center
 - 15 Spring Mart (Store #4134)
 - 16 Orbit Fireworks
 - 17 Microtel Inn & Suites
 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

Legend

- Existing Sewer Lines
- Proposed Sewer Lines
- Gas Pipelines
- Electrical Transmission Lines

Land Use

- Single-Family
- Mobile / Manufactured Home
- Multifamily
- Commercial
- Industrial
- Public / Semi-Public
- Dilapidated Single-Family
- Dilapidated Mobile / Manufactured Home
- City of Starkville
- Proposed Annexation Area
- Mississippi State University Property



SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Proposed Sewer Plan Proposed Annexation Area City of Starkville, Mississippi

Source(s):
Mississippi Automated Resource
Information System (MARIS)
US Census Bureau TIGER Line Files
Slaughter & Associates field survey
conducted December 17, 2019
Starkville Utilities

Note: This map is accurate for planning purposes only
Date: March 10, 2020



Annexation Preliminary Utility Estimate

3/11/2020

Preliminary Fire Protection Extension Cost Breakdown				
Description	Quantity	Unit	Unit Price	Extension
10" Water Main	11,700	Lin. Ft.	\$ 52.00	\$ 608,400
8" Water Main	22,600	Lin. Ft.	\$ 38.00	\$ 858,800
6" Water Main	20,100	Lin. Ft.	\$ 30.00	\$ 603,000
Road Bore All Sizes	10	Each	\$ 34,000.00	\$ 340,000
Water Valve	47	Each	\$ 2,500.00	\$ 117,500
Fire Hydrant	66	Each	\$ 3,000.00	\$ 198,000
			Subtotal	\$ 2,725,700
			Contingencies	\$ 272,570
			Engineering	\$ 681,425
			Total Fire Protection Cost	\$ 3,679,695

Preliminary Sewer Extension Cost Breakdown				
Description	Quantity	Unit	Unit Price	Extension
8" Sewer Main	11,996	Lin. Ft.	\$ 65.00	\$ 779,740
Manhole	30	Each	\$ 5,000.00	\$ 150,000
Road Bores	2	Each	\$ 50,000.00	\$ 100,000
			Subtotal	\$ 1,029,740
			Contingencies	\$ 102,974
			Engineering	\$ 257,435
			Total Sewer Cost	\$ 1,390,149

Prepared by: Starkville Utilities

23. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS OR THE LOAN DESCRIBED IN THE RESOLUTION HAS BEEN FILED BY QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR THE LOAN; AND FOR RELATED PURPOSES.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to adopt a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, finding and determining that the Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue general obligation bonds of the municipality, to issue a general obligation bond of the municipality for sale to the Mississippi Development Bank, or to enter into a loan agreement with the Mississippi Development Bank, in the maximum aggregate principal amount of three million five hundred thousand dollars (\$3,500,000) in one or more federally taxable and/or tax-exempt series to support the continued development of the Northstar Industrial Park located near the intersection of Highway 82 and Highway 389 in the City of Starkville, Mississippi, together with certain economic development projects located or to be located therein, was duly published as required by law; that no written protest or other objection of any kind or character against the issuance of the bonds or the loan described in the resolution has been filed by qualified electors; authorizing the issuance of the bonds or the loan; and for related purposes. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS OR THE LOAN DESCRIBED IN THE RESOLUTION HAS BEEN FILED BY QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR THE LOAN; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. The Municipality is party to a regional economic development alliance with Oktibbeha County (the "County") pursuant to Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the "Regional Economic Development Act"), for the purpose of jointly developing and operating the NorthStar Industrial Park (the "Industrial Park") and economic development projects located therein, which alliance is subject to and governed by the certificate of public convenience and necessity issued by the Mississippi Development Authority for said alliance and the regional economic development alliance agreement among such parties pursuant to the Regional Economic Development Act.

2. Heretofore, on February 18, 2020, the Governing Body adopted a certain resolution entitled "**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT**

OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN; TO RAISE FUNDS TO PAY THE COSTS INCURRED FOR THE FOLLOWING PURPOSES IN CONNECTION WITH THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK AND/OR CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN: (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS OR LAND THEREFOR, AND REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; (B) INSTALLING, ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (D) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (E) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; (I) ANY PURPOSES AUTHORIZED BY THE REGIONAL ECONOMIC DEVELOPMENT ACT, AS MORE SPECIFICALLY SET FORTH BELOW; AND (J) ISSUANCE OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; PROVIDING FOR THE PAYMENT OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Resolution of Intent"), wherein the Governing Body found, determined, and adjudicated that it is necessary to issue general obligation bonds of the Municipality (the "Bonds"), to issue a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") pursuant to 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), or to enter into a loan agreement with the Bank, all in the maximum aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), in one or more federally taxable and/or tax-exempt series, to be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Bonds, the Qualified Obligation, or the Loan, and fixed March 17, 2020, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Bonds, the Qualified Obligation, or the Loan, on or prior to which date and hour any protest to be made against the issuance of the Bonds, the Qualified Obligation, or the Loan was required to be filed.

3. As required by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to March 17, 2020,

{JX413875.2}

and the last publication having been made not more than seven (7) days prior to March 17, 2020, said notice having been published in said newspaper on February 25, 2020, March 3, 2020, and March 10, 2020, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

4. On or prior to the date and hour of March 17, 2020, at 5:30 p.m., no written protest or other objection of any kind or character against the issuance of the Bonds, the Qualified Obligation, or the Loan described in the Resolution of Intent had been filed or presented by qualified electors of the Municipality.

5. The Governing Body is now authorized and empowered by the provisions of the Municipal Improvements Act, the Regional Economic Development Act, and the Bank Act (together, the "Act") to issue the Bonds, the Qualified Obligation, or the Loan without an election on the question of the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. Pursuant to the Act and the Resolution of Intent, the Bonds, the Qualified Obligation, and the Loan are hereby authorized to support the continued development of the Industrial Park of the Municipality located near the intersection of Highway 82 and Highway 389 in the Municipality, together with any economic development projects located or to be located in the Industrial Park, to the extent that any such economic development projects are (a) recommended to the Governing Body by the Golden Triangle Development Link (the "LINK") and (b) eligible for the grant of a fee-in-lieu of ad valorem taxes pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended ("Qualified Projects," and collectively, together with the continued development of the Industrial Park, the "Projects").

SECTION 2. The Bonds and the Qualified Obligation shall be issued and offered for sale or the Loan entered into in accordance with the further orders and directions of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved the motion to adopt the foregoing resolution and Alderman Hamp Beatty seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted:	aye
Alderman Ben Carver	voted:	aye
Alderman David Little	voted:	aye
Alderman Roy A'. Perkins	voted:	nay
Alderwoman Sandra C. Sistrunk	voted:	aye
Alderman Henry N. Vaughn, Sr.	voted:	aye
Alderman Jason Walker	voted:	aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, March 17, 2020.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Attachment A

Proof of Publication of Resolution of Intent

Publications on February 25, 2020, March 3, 2020, and March 10, 2020

The State of Mississippi }
OKTIBBEHA COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for _____ weeks consecutively, to wit:

Dated 2/25, 2020
Dated 3/3, 2020
Dated 3/10, 2020
Dated _____, 20____
Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the 10 day of March, A.D., 2020

By: Kimberley G. Jones
Notary Public

STARKVILLE DAILY NEWS

By: Anna Warnock
() Publisher () Clerk

SEAL:



Publication Fee \$ _____
Proof(s) Of Publication \$ _____
Total Charges \$ _____

DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK AND/OR CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN: (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS OR LAND THEREFOR, AND REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; (B) INSTALLING, ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (D) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (E) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; (I) ANY PURPOSES AUTHORIZED BY THE REGIONAL ECONOMIC DEVELOPMENT ACT; AS MORE SPECIFICALLY SET FORTH BELOW; AND (J) ISSUANCE OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; PROVIDING FOR THE PAYMENT OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. It is necessary and in the public interest to support the continued development of the Industrial Park of the Municipality located near the intersection of Highway 82 and Highway 389 in the Municipality and known as the NorthStar Industrial Park (the "Industrial Park"), together with any economic development projects located or to be located in the Industrial Park, to the extent that any such economic development projects are (a) recommended to the Governing Body by the Golden Triangle Development Link (the "LINK") and (b) eligible for the grant of a fee-in-lieu of ad valorem taxes pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended ("Qualified Projects," and collectively, together with the continued development of the Industrial Park, the "Projects").

2. The Municipality is authorized by Section 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue general obligation bonds of the Municipality to provide funds for the purpose of erecting municipal buildings, armories, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same, and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; purchasing or constructing, repairing, improving and equipping buildings for public libraries and for purchasing land, equipment and books therefor; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "Municipal Improvements Authorized Purposes"), solely to support the Projects.

3. The Municipality is party to a regional economic development alliance with Oktibbeha County (the "County") pursuant to Section 57-64-1 et seq., Mississippi Code of 1972, as amended (the "Regional Economic Development Act") for the purpose of jointly developing and operating the Industrial Park and economic development projects located therein, which alliance is subject to and governed by the certificate of public convenience and necessity issued by the Mississippi Development Authority for said alliance and the regional economic development al-

liance may reasonably determine to be necessary for the placing of the project in operation; costs of engineering, surveying, environmental geotechnical, architectural and legal services; costs of plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the project; administrative expenses; and such other expenses as may be necessary or incidental to the financing authorized by the Regional Economic Development Act; and for all other purpose authorized by the Regional Economic Development Act, including, without limitation, the creation of a debt service reserve, a renewal and replacement reserve, bond insurance and credit enhancement, and such other reserves as may be reasonably required by the regional economic development alliance formed by the Municipality and the County pursuant to the Regional Economic Development Act for the operation of its projects and as may be authorized by any bond resolution or trust agreement or indenture pursuant to the provisions of which the issuance of any bonds, notes or other evidence of indebtedness issued pursuant to the Regional Economic Development Act (collectively, the "REDA Authorized Purposes," and together with the Municipal Improvements Authorized Purposes, the "Authorized Purposes").

5. Under the provisions of Section 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, the Regional Economic Development Act and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purposes and the Projects, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan").

6. The amount of the Bonds, the Qualified Obligation, or the Loan shall not exceed the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), in one or more federally taxable and/or or tax-exempt series.

7. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Seventy-One Million Five Hundred Twenty-One Thousand Two Hundred Thirty-Three Dollars (\$271,521,233); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Twenty-Seven Million Four Hundred Eighty-Five Thousand Dollars (\$27,485,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Nine Million Eight Hundred Sixty-Four Thousand Twenty-Five Dollars (\$29,864,025); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality; and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

8. It is the intent of the Municipality that the Bonds or the Qualified Obligation issued for the Authorized Purposes and the Projects or the Loan obtained for the Authorized Purposes and the Projects shall be paid, as to principal and interest, solely from proceeds of annual fees-in-lieu of ad valorem taxes received by the Municipality pursuant to one or more fee-in-lieu of ad valorem tax agreements entered into by the Municipality and the County for one or more Qualified Projects pursuant to Sections 27-31-104 and/or -105(2) et seq., Mississippi Code of 1972, as amended, and/or regular ad valorem taxes received by the Municipality for one or more Qualified Projects.

9. It is necessary and in the public interest to issue the Bonds, to issue the Qualified Obligation, or to obtain the Loan from the Bank to provide funds for the Authorized Purposes and the Projects for which there are no other available funds on hand.

10. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes and the Projects for which the Municipality will advance internal funds prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purposes and the Projects made in anticipation of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF

together with the County, enter into one or more fee-in-lieu of ad valorem tax agreements pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended, for one or more Qualified Projects, pursuant to which the aggregate annual fees-in-lieu of ad valorem taxes and regular ad valorem taxes payable to the Municipality in accordance therewith shall be sufficient to pay annually, as to principal and interest, the Bonds, the Qualified Obligation or the Loan, as applicable, until the maturity thereof.

Pursuant to the Acts, the Governing Body of the Municipality does hereby declare its intention to issue and sell the Bonds, to issue and sell the Qualified Obligation to the Bank, or to obtain the Loan from the Bank, in one or more federally taxable and/or tax-exempt series, all in the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) for the Authorized Purposes and the Projects.

Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purposes and the Project prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan from the Bank, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued or obtained at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, March 17, 2020, at 5:30 o'clock p.m.

Pursuant to the Municipal Improvements Act and the Bank Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued or obtained without an election on the question, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, issuing or selling the Qualified Obligation, or obtaining the Loan.

This resolution shall be published once a week for at least three (3) consecutive weeks in The Starkville Daily News, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to such date.

The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved the motion to adopt the foregoing resolution and Alderman Jason Walker seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: Aye
Alderman Ben Carver	voted: Aye
Alderman David Little	voted: Aye
Alderman Roy A' Perkins	voted: Nay
Alderman Sandra C. Sistrunk	voted: Aye
Alderman Henry N. Vaughn, Sr.	voted: Aye
Alderman Jason Walker	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, February 18, 2020.

City of Starkville, Mississippi
Lynn Spruill, Mayor

ATTEST:
Lesa Hardin, City Clerk

24. CONSIDERATION OF PP 20-03: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “CLARK GROVE SUBDIVISION PHASE I”.

Dr. Kim presented the Preliminary Plat request 20-03. The applicant, Jay Bryan of McCarty Architects on behalf of Stewart Rutledge, is requesting Preliminary Plat approval for subdividing a +/- 16.91-acre parcel into 39 lots (38 lots for houses and 1 lot for common building). The proposed subdivision is named “Clark Grove Subdivision Phase I” and is located in a TN-E zoning district at the northeast corner of the intersection of Reed Road and West Side Drive with the property number 118K-00-035.00. Phase II of this development is currently planned on the north side of Phase I.

Alderman Vaughn, duly seconded by Alderman Little, offered a motion to approve PP 20-03 a request for Preliminary Plat approval for subdividing 16.91-acre parcel into 39 lots for the “Clark Grove Subdivision Phase I”.
The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

25. REQUEST APPROVAL OF A SPECIAL EVENT: THE PHI BETA SIGMA FRATERNITY, INC IS REQUESTING IN-KIND SERVICE FOR THE BLUE AND WHITE WEEK PICNIC SPECIAL EVENT ON SATURDAY, APRIL 4, 2020 AT THE J.L. KING PARK FROM 10 A.M. UNTIL 3 P.M.

Mayor Spruill informed the Board that the applicant had requested this item be removed from consideration.

26. REQUEST APPROVAL OF A SPECIAL EVENT: THE AMERICAN CANCER SOCIETY IS REQUESTING IN-KIND SERVICE FOR RELAY FOR LIFE OF OKTIBBEHA COUNTY SPECIAL EVENT ON SATURDAY, JUNE 6, 2020 IN DOWNTOWN.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve a Special Event request for the Relay for Life of Oktibbeha County event with in-kind services to be held on June 6, 2020 with condition that insurance consistent with the City's Special Events Policy shall be provided to the City no later than May 15, 2020. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

27. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 10, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under

Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	396,812.17
Restricted Fire Fund	003	41,733.93
Airport Fund	015	19,214.91
Sanitation	022	49,889.55
Computer Assessments	107	350.00
Industrial Park Bond	303	44,133.92
Public Improv Bonds 2018	319	6,375.47
Park and Rec, Tourism	375	91,808.50
Sub Total Before Utilities		\$ 650,318.45
Utilities Dept.	SED	1,692,930.89
Total Claims	Total	\$ 2,343,249.34

28. CONSIDERATION TO SELECT KRONOS AS THE CITY'S TIME KEEPING AND HR SOFTWARE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to select Kronos as the City's time keeping and Human Resource Software, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.



Quote#: Q-40731
Expires: 1/29/2020
Sales Executive: Ian Lesniewski

ORDER FORM

Order Type: Quote
Date: 2/11/2020

Bill To Contact:

Bill To: CITY OF STARKVILLE
101 LAMPKIN ST CITY HALL
STARKVILLE, MS 39759 USA

Ship To Contact:Nav Ashford

Ship To: CITY OF STARKVILLE
101 LAMPKIN ST CITY HALL
STARKVILLE, MS 39759 USA

Ship to Phone:(662) 323-2525
Contact:Naverette Ashford
Email:n.ashford@cityofstarkville.org

Currency: USD
Customer PO Number:
Solution ID: 6153952
Initial Term:36 months
Billing Start Date: 120 Days from Execution of
Order Form

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term:12 months
Payment Term: Net 30 Days

Order Notes:

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY TIME KEEPING	320	USD 3.00	USD 960.00
WORKFORCE READY ACCRUALS	320	USD 0.50	USD 160.00
WORKFORCE READY HR	320	USD 3.00	USD 960.00
WORKFORCE READY PAYROLL	320	USD 3.00	USD 960.00
WORKFORCE READY ACA MANAGER	320	USD 0.25	USD 80.00
WORKFORCE READY TALENT ACQUISITION	320	USD 0.50	USD 160.00
WORKFORCE READY INTEGRATION HUB	1	USD 0.00	USD 0.00

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY PAYROLL SERVICES	320	USD 1.55	USD 496.00
Total Price			USD 3,776.00

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
KRONOS INTOUCH 9100 H4,STANDARD,KR B/C	5	USD 1,797.50	USD 8,987.50
TOUCH ID PLUS OPTION FOR H3/H4 INTOUCH	5	USD 600.00	USD 3,000.00
Total Price			USD 11,987.50

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 2,025.00
Total Price		USD 2,025.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	5	USD 0.00	USD 0.00
Total Price			USD 0.00

One Time Setup Fees

Billing Frequency: Fixed Fee 100% at signing

Item	Total Price
One Time Setup Fees	USD 10,050.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 3,776.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 45,312.00

	Total Price
Total Equipment Purchase and Accessories Fee	USD 11,987.50

	Total Price
Total Support Fee	USD 2,025.00

	Total Price
Total One Time Fees	USD 10,050.00

CITY OF STARKVILLE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos SaaS DocuSigned By:Signature: Nicole Dandurant
00FC8F1215D5444Name: Nicole DandurantTitle: Order Processing AnalystEffective Date: 2/27/2020

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

2/11/2020



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF STARKVILLE ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview

Your Workforce Ready SaaS Solution

CITY OF STARKVILLE and Kronos are deploying the following WFR modules with 1 location(s) and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
WORKFORCE READY TIME KEEPING	320	1	120 Days
WORKFORCE READY ACCRUALS	320	1	
WORKFORCE READY HR	320	1	
WORKFORCE READY PAYROLL	320	1	
Value Add Modules	Employees	Deployments	Estimated Duration
Workforce Ready ACA Manager	320	1	15 Days
Workforce Ready Talent Acquisition	320	1	30 Days

CITY OF STARKVILLE and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF STARKVILLE and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, CITY OF STARKVILLE and Kronos will deploy the following core modules and functionality in 120 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
Time Keeping Module	WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components: • Total Cost Centers • Profiles • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Accruals • Security • Points • Tables • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows

	• Time Off Requests • Timesheet Change Requests • Schedules • Daily Rules • Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports • Standard TLM Pre-Configured (61) • Custom up to 5 • Timekeeping Admin Training
Accruals Module	WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your timeoff policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow(requires TLM) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires TLM) • Visibility to projected balances • Automatic balance reduction (requires TLM or PR) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • WFR accruals requires WFR Timekeeper
HR Module core functionality	WFR HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through: • Core employee demographics • Onboarding • Checklists • Up to 10 included • Personnel management • Benefits administration • Open enrollment / life event • Work Flows • Up to 10 included • HR documents & forms • Up to 10 custom forms • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training
Payroll Module & Tax Filing	WFR Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and perform tax filing (if purchased) through: • Pay Period Profiles • Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • Tax Filing Options ONLY - BSI, ADP, Ceridian, KPS • All Payroll Configurations Include: • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Admin training

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF STARKVILLE to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
ACA Manager Module	WFR ACA Manager provides proactive administration of your ACA compliance • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minim value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format • *ACA Function requires WFR Payroll • **ACA Function requires WFR HR Maximum value when used with WFR Time Keeping, HR & Payroll
Talent Acquisition	WFR TA provides proactive administration of your Recruitment strategy across the Workforce Ready solution through: • Applicant Configuration • Job Requisitions • Work Flow • Up to 5 included • Applicant Administration • Checklists • Up to 5 included • Tracking/recruitment custom forms • Up to 5 custom forms • Talent tracking – training, skills, certifications • Communication and Notification templates • Up to 5 included • Standard reporting • *WFR TA requires WFR HR
Integration Hub	WFR Integration Hub enables data to flow between WFR and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Workforce Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Workforce Ready format and utilizing the standard Workforce Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by Kronos WFR Professional Services Delivery Team. Kronos will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Workforce ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project. • Timekeeping Interface bundle using customer-supplied data in standard file formats • Work schedule import from unlimited 3rd party scheduler systems in Kronos file format • Accruals Interface bundle using customer-supplied data in standard file formats • HR Interface bundle using customer supplied data in standard file formats • benefit enrollment exports • employee deduction election imports • employee demographic exports • Payroll Interface bundle using customer supplied data in standard file formats • ACH payroll employee direct deposit file exports • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.) • payroll employee withholding amount exports • Pension enrollment export (e.g. 401k) • Pension census export (e.g. 401k) • New hire reporting export • Positive pay export • Payroll journal export to G/L, 1 acct structure • Tax payment & filing Interface

Online Training and Support Tools

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see Workforce Ready Customer Training Options for more information on training roles and available content.

Assumptions

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated. The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a Workforce Ready Order Form is executed by the Customer.
- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos SaaS, Inc. ("Kronos") agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.4.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;

(c) Customer shall return any rented Equipment as provided in Section 9.1 below;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content. Kronos will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were

accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all

such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4.6 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.kronos.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-

related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *.pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

7.5 Technical Account Manager. Customers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- (a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- (c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- (e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- (f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- (a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Equipment with Finger Scan Sensor Technology.* The following terms apply only to any Equipment with finger scan sensor technology purchased by Customer from Kronos or a Kronos reseller ("Finger Scan Equipment"):

- (a) To the extent that any biometric privacy laws may apply to Customer's use of the Finger Scan Equipment, Customer warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Customer further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Customer further warrants that it will ensure that any releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Kronos and its authorized subcontractors.
- (b) Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, "Kronos Indemnitees") for any claims, damages, penalties or fines asserted or awarded against a Kronos Indemnitee arising out of or relating to Customer's breach of any of the foregoing warranties in section 9.3(a) above. Upon receipt of notice of such a claim, Customer shall assume sole control of the defense and settlement of such claim; provided that

(i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer's sole cost and expense.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with Kronos' standard maintenance windows, or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (c) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as

just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.kronos.com/products/workforce-ready/subprocessors>

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in

any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its

own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kronos is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

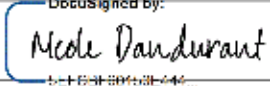
17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH

AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

17.10 No third party beneficiaries exist under this Agreement.

17.11 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Customer
Dated:
By:
Name:
Title:

Kronos SaaShr, Inc.
Dated: 2/27/2020
Nicole Dandurant
By:
Name: 
Title: Order Processing Analyst

Payroll Services Addendum

This Payroll Services Addendum, and all included exhibits, schedules, attachments or other addenda (the “**Addendum**”) is made part of the Kronos Workforce Ready Software-as-a-Service Agreement (the “**Agreement**”) and governs the provision of the Workforce Payroll Services (the “**Payroll Services**”) by Kronos SaaS, Inc. (“**Kronos**”) to Customer and, if applicable, any of Customer’s Covered Entities (“**Customer**”).

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “**WFR Platform**”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “**Covered Entities**”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Addendum. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Addendum are defined in the Agreement.

General Terms and Conditions

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the Agreement and this Addendum, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS’s standard fees for certain miscellaneous services, such as W2/1099 printing, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, stop payment fees (for Customers purchasing Kronos SmartCheck) and preparing/filing of amended returns, can be found in the Payroll Services Pricing Exhibit located at <https://www.kronos.com/kronos-payroll-services-miscellaneous-pricing-schedule-August2019> — (“**Payroll Services Pricing Exhibit**”). Customer will submit payroll and tax monies via one of two funding methods (“**Funding Method**”): (i) Automated Clearing House (**ACH**) funding, or (ii) draw down wire (“**Draw Down Wire**”) funding. Customer is only eligible for ACH funding if approved by Kronos. Customer will be required to utilize the Draw Down Wire Funding Method if Customer is not approved for ACH funding.
- b. Customer will submit the payroll information to Kronos in the format and including the

information specified by Kronos from time to time. Submission is expected to occur two (2) Business Days prior to Customer's scheduled check date. "**Business Day**" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association ("**NACHA**") operating rules ("**Applicable Law(s)**"). The deadline for Customer's submission of payroll is determined by the applicable Funding Method. On the date Customer's payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer's scheduled check data may result in the requirement to utilize an alternative Funding Method, delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit services, Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer's scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day. Customer agrees to be bound by the then-current NACHA operating rules. "**ACH**" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via the applicable Funding Method and in accordance with the terms of this Agreement to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "**Customer Account**") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "**Payroll Services Accounts**"), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("**EFT**") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Addendum, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including

without limitation, failure to collect due to non-sufficient funds or other funding issues (“NSF”). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).

- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing “Applied For” status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. **Kronos SmartCheck** – means the Payroll Services with the issuing of employee payroll checks from Kronos Payroll Services Accounts. This service is only available if Kronos Payroll Services with Kronos SmartCheck appears on Customer’s Order Form. If Customer uses Kronos Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by Kronos for distribution.
- b. **Check Printing and Fulfillment Services.** - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer’s bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks. Unless Customer has purchased Kronos SmartCheck, employee payroll checks will be drawn on the Customer’s bank account.
- c. **ACH Child Support & Third Party Vendor Processing** - means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees.
- d. **W2 Filing** - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- e. **1099 Filing**- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for Kronos to timely fulfill its obligations.
- f. **New Hire Reporting** – means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. Kronos will only report new hires to States that will accept electronic filing.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Addendum.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the Agreement. The Fees set forth in the Payroll Services Pricing Exhibit are subject to change after the Initial Term (as defined in the Agreement) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Addendum, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Addendum, each party's use and disclosure of tax return information pursuant to or in connection with this Addendum shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by

Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Addendum and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Addendum and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Addendum upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations All monies caused to be transferred by Kronos on behalf of Customer will be funded via the applicable Funding Method initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any agreements necessary to allow Kronos to cause the initiation of the Funding Method to and from Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of the Funding Method, then Customer's payroll and related services will be delayed or suspended. Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to Customer's failure to properly fund its account or its other prevention of Kronos from effecting the Funding Method. For quarter end and year end reconciliation purposes, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as a Funding Method on an exception-only basis. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that other Funding Method(s) are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the other Funding Method(s), or (c) Customer is approved for ACH Funding but fails to submit payroll timely or submits a payroll that exceeds the approved ACH limit. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to

Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and Customer shall indemnify, defend and hold Kronos harmless from and against claims, losses or any other liabilities arising from or relating to exception processing, except to the extent arising from Kronos' gross negligence or willful misconduct.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Funding Method request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. For customers funding via Draw Down Request or by Direct Wire on an exception basis as noted above, all payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing Customer hereby authorizes Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of test transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("**RDFI**") providing authorization that will require Customer's RDFI to honor all drawdown requests and standard ACH transfers received from Kronos and/or its agent, (b) promptly notify Kronos of any discrepancies between transaction amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges

associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Addendum, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Addendum with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than five (5) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Addendum. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Addendum by Customer.

4.9 **Credentialing.** Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Addendum, and the Agreement, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Addendum and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Addendum). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the Agreement. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Addendum. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Addendum shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular

jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Addendum.

Article 7. Effects of Termination

7.1 If this Addendum is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the Agreement, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this Agreement.

Article 8. Indemnification

8.1 Customer will, at its own expense, indemnify, defend and hold Kronos and its third-party technology suppliers and each of their respective directors, officers, employees, agents and independent contractors (the "**Kronos Indemnified Parties**") harmless from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party ("**Claims**") arising from or related to: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any agreement, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. Kronos will cooperate fully (at Customer's expense) in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any such Claims, including, without limitation, any such amounts awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim. Customer's indemnity under this Section 8.1 shall survive the termination of this Addendum.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Addendum. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense

and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS ADDENDUM AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS ADDENDUM. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Effective Date: _____

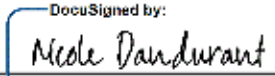
Customer

By: _____

Name: _____

Title: _____

Kronos

By: _____

 DocuSigned by:
 Nicole Dandurant
 3EFCBF60130E444...

Name: _____

Title: _____ Order Processing Analyst

ATTACHMENT A

Addendum to Contract
with
The City of Starkville, Mississippi

The City of Starkville, Mississippi ("City"), a municipal corporation existing under the laws of the State of Mississippi, despite any contrary provision(s) contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
3. The City does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100
4. The City does not waive its sovereign immunity. The City 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. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, et seq.
5. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100
City of Jackson v. Wallace, 196 So. 223 (1940)
6. The City 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
7. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)

8. Provisions that limit the time for the City to pursue legal actions are deleted and void.
Miss. Const. Art 4, § 104
Miss. Const. Art. 4 § 100
Miss. Code Ann. § 15-1-5
9. The City does not agree to submit to binding arbitration.
10. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.
Miss. Code Ann. § 31-7-305.
11. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.
Miss. Const. Art. 7, § 183
Miss. Const. Art. , § 258
Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)
12. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein. Such laws, regulations and policies control, and supersede any non-disclosure or confidentiality provisions of any contract with the City.
Miss. Code Ann. § 25-61-1, et. seq.
13. Any Contractor/Seller doing business with City shall comply all applicable local, state, and federal ethics, bid, nepotism and employment laws.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.

DocuSigned by:

5EFCBF60150E444...

Signature

Nicole Dandurant

By: Name

Order Processing Analyst

Its: Title

29. CONSIDERATION TO ADVERTISE FOR THE DIRECTOR OF PARKS AND RECREATION POSITION IN THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZATION TO HIRE DAVID D'AQUILLA WITH DD CONSULTING AS A PART-TIME EMPLOYEE UNTIL THE POSITION IS FILLED.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, for the Board of Aldermen to advertise for the Director of Parks and Recreation position in the Parks and Recreation Department, and authorization to hire David D'Aquilla with DD Consulting as a part-time employee until the position is filled, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

30. CONSIDERATION OF SELECTION OF LOWEST QUOTE, WHEELER ROOFING, AS CONTRACTOR FOR REPLACEMENT OF ROOF AREAS OVER PARKS AND RECREATION OFFICE AND RACQUETBALL COURTS AT THE TRAVIS OUTLAW CENTER AT A COST OF \$24,870.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to select Wheeler Roofing as contractor for replacement of roof areas over parks and recreation office and racquetball courts at the Travis Outlaw Center at a cost of \$24,870.00, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

Quotes Received: \$24,870.00 – Wheeler Roofing and \$31,137.00 – Hollis Roofing

31. CONSIDERATION OF AN AGREEMENT WITH PERRY WEATHER FOR A WEATHER STATION FOR USE AT THE SPORTSPLEX DURING YOUTH RECREATIONAL GAMES AND OTHER EVENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to enter into an agreement with Perry Weather for a Weather Station for use at the Sportsplex during youth recreational games and other events, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.



Addendum A To Perry Weather Terms and Conditions

CLIENT	city of starkville
DATE	
CLIENT REP	
TITLE	
EMAIL ADDRESS	
PHONE NUMBER	
TERMS	See Terms and Conditions
INVOICE #	INV-0910
PERRY WEATHER REP	Brooks Middleton
EMAIL ADDRESS	brooks@perryweather.com
PHONE NUMBER	469-546-5082

CONTRACT DATES	START DATE	END DATE
3 Years	3/17/2020	3/17/2023

ITEMIZED DESCRIPTION	FEE
See attached invoice	\$0.00

HERE IS ADDENDUM A OF TERMS & CONDITIONS. Subject to the conditions noted: Prices stated within will become final upon the signature of both Terms and Conditions & Addendum A.

X _____

Perry Weather, Title

Date

X _____

Client, Title

Date



PERRY WEATHER TERMS & CONDITIONS

1. **DEFINITIONS.** For the purpose of these terms and conditions, the following terms have the following meaning:
 - Perry Weather. Perry Weather Consulting Inc.
 - Customer. The person or persons entering into this agreement with Perry Weather.
 - Software. Perry Weather manufactured Software used for retrieving and analyzing weather information.
 - Hardware. Perry Weather manufactured Hardware used for retrieving and analyzing weather information.
 - Meteorological Consulting. The weather forecasts, consulting, or training services provided by Perry Weather to the Customer.
2. **PAYMENT.** The Customer agrees to payment terms detailed in Addendum A. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late: (b) Payment should be made to:
 Perry Weather
 3720 Canton St, Suite 101
 Dallas, TX 75226
3. **TERM AND TERMINATION.** The Software shall have an initial term as specified in Addendum A. Unless otherwise specified in Addendum A, the Software subscription shall automatically renew for successive 12-month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term.
4. **WARRANTY.** (a) Software. Perry Weather warrants that in the Software provided by it shall conform in all materials respects to Perry Weather published specifications for a period of 90 days from date of contract. In the event a software malfunction or bug is discovered or reported, Perry Weather will, at its option, repair the issue in a timely manner. (b) Hardware. Perry Weather warrants that in the Hardware provided by it shall conform in all materials respects to Perry Weather published specifications for a period of three (3) years from date of delivery under this contract. This warranty is extended only to the original purchaser and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover damage that occurs in shipment or failures that are caused by products not supplied by the warrantor or failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, lightning, line power surge, or commercial use of this product or service by anyone other than a Perry Weather Consulting, Inc. authorized representative, or damage that is attributable to "Acts of God." (c) Meteorological Consulting. It is understood and agreed that any Meteorological Consulting provided to Customer by Perry Weather pursuant to this agreement are only advisory in nature. As in the case of similar products or services provided by the meteorological consulting industry, such Meteorological Consulting services are in part based on data provided by third parties and customer input. Therefore, Perry Weather cannot and does not warrant or assume responsibility for the accuracy of the Meteorological Consulting provided by Perry Weather based on such data. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or product furnished by Perry Weather hereunder, and Perry Weather assumes no responsibility for the correctness or accuracy of the same, except to the extent that such inaccuracies are caused by the willful misconduct of Perry Weather. From time to time Perry Weather may reasonably change or replace Meteorological Services without notice and as it deems necessary when updating its products or services.
5. **DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED IN SECTION 4 ABOVE, PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT PERRY WEATHER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES AND PERRY WEATHER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.
6. **LIGHTNING DISCLAIMER.** Experience has shown that the resolution, timelines, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lighting and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Perry Weather, and/or its data providers.
7. **LIABILITY.** Customer and subsequent users of Software and Hardware agree to waive any liability of Perry Weather for damage caused by Software and Hardware operation on any premises.
8. **LIMITATION OF LIABILITY.** Except for damages caused by Perry Weather willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Perry Weather limits or disclaims liability related to the manufacture, delivery, or use of the Hardware, the Software and/or supplies used in connection with the Hardware or the provision of services for the equipment, as follows: (a) For direct damages, Perry Weather liability is limited to the amounts paid by Customer for the Hardware, Software, or installation giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Perry Weather disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.



- 9. DATA RIGHTS.** Perry Weather hereby grants to Customer a single, non-exclusive license to use any Software furnished to Customer hereunder for Customer's use. This license shall not include any right to assign, sublicense, distribute or otherwise transfer such license. No title to or ownership of the Software or any unmodified parts thereof is transferred to Customer under this license. Customer shall not copy any Software in whole or in part in any visual or machine-readable form, except to the extent such copying is necessary in connection with Customer's use of the Software, or for correcting, generating, or modifying the Software for Customer's authorized use.
- 10. PATENTS AND COPYRIGHTS.** Perry Weather will indemnify Customer as to any rightful claim that Customer's use or sale of Products infringes a United States patent or copyright, provided that Customer gives Perry Weather prompt written notice of the claim, allows Perry Weather to have sole control of the defense or settlement thereof, and cooperates fully with Perry Weather's defense or settlement. In the defense or settlement of a claim, or if use of the Products is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products; (b) replace or modify the Products so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Products as depreciated and accept return of any goods. Depreciation shall be an equal yearly amount over the lifetime of the Products, as established by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products in modified form or in a manner for which they were not designed; (ii) use of the Products in combination with goods or services not provided by Perry Weather; (iii) use of the Products in practicing any process; or (iv) furnishing to Customer of any information, service or applications assistance. The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products provided by Perry Weather.
- 11. GOVERNING LAW.** The validity, construction, and interpretation of the terms and conditions herein and all rights and duties of Perry Weather and Customer shall be governed by the substantive laws of the State of Texas without regard to conflict of laws rules. Customer and Perry Weather agree that any action brought by Customer against Perry Weather shall be venued only in the State of Texas.
- 12. EXTRAORDINARY CIRCUMSTANCES.** Except for obligations of payment, neither Perry Weather nor the Customer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.
- 13. ENTIRE AGREEMENT.** The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Perry Weather and Customer respecting the subject matter of this Agreement.

Colin Perry, CEO
Perry Weather Consulting Inc.

Customer Signature

Customer Name & Title (PRINTED)

Date

Date



INVOICE

City of Starkville

Invoice Date

Jan 27, 2020

Invoice Number

INV-0910

Reference

Test/Free Trial WxStation

Perry Weather Consulting
Inc.

3720 Canton St.

Suite 101

DALLAS, TEXAS 75226

UNITED STATES

Description	Quantity	Unit Price	Discount	Amount USD
Perry Weather Station -Syncs w/ all Perry Weather software -Temperature & Humidity -WBGT & Heat Index -Wind Speed & Direction -Wind Chill -Precipitation -HD Sky Camera	1.00	4,500.00	100.00%	0.00
Weather Station Data	1.00	275.00	100.00%	0.00
Perry Weather Station Install	1.00	350.00	100.00%	0.00
POCKET PERRY GOLD -Unlimited Mobile App, Web Dashboard, Meteorologist Support -Unlimited Mobile Access (Mobile App + GPS tracking) -Unlimited Alerts (Text Alerts)	1.00	1,500.00	100.00%	0.00
Annual Setup Fee	1.00	89.00	100.00%	0.00
Annual Technology & Data Fee	1.00	230.00	100.00%	0.00
Subtotal <i>(includes a discount of 6,944.00)</i>				0.00
TOTAL USD				0.00

Due Date: Feb 17, 2020

ATTACHMENT A

Addendum to Contract With The City of Starkville, Mississippi

The City of Starkville, Mississippi (“City”), a corporation existing under the laws of the State of Mississippi, despite any contrary provision contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
3. The City 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. The City does not waive its sovereign immunity. The City 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. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, *et seq.*
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
5. The City does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI
6. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100

City of Jackson v. Wallace, 196 So. 223 (1940)
Miss. AG Op., Nowak (Nov. 18, 2005)

7. The City does not limit the liability of another party to the amount of the contract or to any other set amount.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Hathorn (May 28, 1992)

8. The City does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law or statutory warranties to which it is entitled.

Miss. Const. Art. 4, § 100
Miss. Code Ann. § 75-2-719
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss AG Op., Long (Feb. 27, 2009)

9. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

10. Provisions that limit the time for the City 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., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Thomas (Dec. 2, 2003)

11. The City does not agree to submit to binding arbitration.

Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

12. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.

Miss. Code Ann. § 31-7-305.
Miss. AG Op., Meadows (August 18, 2008)
Miss. AG Op., Pearson (November 22, 1993)

13. The City does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential or special.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)

Miss. AG Op., Hathorn (May 28, 1992)

Miss. AG Op., Thomas (Dec. 2, 2003)

14. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.

Miss. Const. Art. 7, § 183

Miss. Const. Art. , § 258

Miss. AG Op., Oldmixon (April 24, 1991)

Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)

15. The City does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.

Miss. AG Op., Chamberlin (Oct. 18, 2002)

16. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein, supersedes any applicable contractual non-disclosure or confidentiality obligations of the City.

Miss. Code Ann. § 25-61-1, et. seq.

17. Any Contractor/Seller of the City shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.



Signature

Colin M. Perry

By: Name

CEO

Its: Title

32. CONSIDERATION OF REJECTING ALL BIDS RECEIVED FOR THE J.L.KING PARK AND PATRIOT’S PARK RESTROOM FACILITIES AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to reject all bids for the J. L. King and Patriot’s Park Restroom Facilities and authorization to re-advertise for bids, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

Three bids were received: Byrum Construction, Inc. - \$ 572,000.00
Weathers Construction - \$ 590,000.00
T & M Steel Erectors - \$ 649,803.00

33. MOTION TO ADJOURN UNTIL APRIL 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until April 7, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)