

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
November 17, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 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 Sandra Sistrunk, Hamp Beatty, and Henry Vaughn, Sr. and City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference as did City Attorney Chris Latimer.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she 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 Carver asked to add XI, Airport Department, Item A.1, QTPod Agreement, to consent.

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

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

Alderman Beatty offered a motion, duly seconded by Alderman Vaughn, to approve the November 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
RECESS MEETING OF TUESDAY, NOVEMBER 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 OCTOBER 6, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 30, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO REVISE THE SMOKING LOCATION TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

B. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL COOPERATIVE AGREEMENT WITH OKTIBBEHA COUNTY TO SHARE THE COST OF CLEANING SKINNER CREEK WITH THE CITY PROVIDING IN KIND SERVICES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A FIVE YEAR BASE ACCESS SERVICE PLAN WITH QTPOD IN THE AMOUNT OF \$3,780.00 AND A ONE YEAR CELLULAR CONNECTION FEE OF \$480.00 TO OPERATE THE SELF-SERVE FUEL TERMINAL AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

1. CONSIDERATION OF FP 20-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE PRESERVE AT HUNTINGTON PARK- PHASE 1 PART 1” SUBDIVISION LOCATED AT THE WEST END HUNTINGTON DRIVE IN A SD-6 ZONING DISTRICT PARCEL NUMBER 105-15-003.04 WITH CONDITIONS AS RECOMMENDED.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE OF \$15,422.50 FOR THE LINCOLN GREEN SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTING THE QUOTE FOR A ONE-YEAR WARRANTY ON THE JCB EXCAVATOR FOR THE STREET DEPARTMENT FROM DEEP SOUTH EQUIPMENT IN THE AMOUNT OF \$5,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 10, 2020 FOR FISCAL YEAR ENDING 9/30/21, 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. ACCEPTANCE OF OCTOBER, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF AGREEMENT WITH SADA SYSTEMS, INC. FOR USE OF THE GOOGLE MAPS PLATFORM.

I. PARKS

1. REQUEST AUTHORIZATION TO AWARD CORNERSTONE PARK FIELD INSTALLATION TO LOWEST BIDDER, SPORTS CONTRACTORS UNLIMITED LLC, IN THE AMOUNT OF \$2,685,960.00.

2. REQUEST AUTHORIZATION TO PURCHASE TOUCHLESS BATHROOM EQUIPMENT FROM THE LOWEST BIDDER, FERGUSON ENTERPRISES, OF \$34,152.73.
3. REQUEST AUTHORIZATION TO CONTRACT NEEL-SCHAFER TO DO FINAL POST CONSTRUCTION AS-BUILT SURVEY AT A COST NOT TO EXCEED \$9,700 TO VERIFY COMPLETION OF PHASE I AND PROVIDE A BASE MAP FOR THE NEXT PHASE OF WORK AT CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. POLICE

- a. CONSIDERATION TO ALLOW POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE UNITED STATES MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING IN BIRMINGHAM, AL ON DECEMBER 9, 2020 WITH NO REGISTRATION FEE.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR A REAR LOADER REFUSE TRUCK FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS REPLACEMENT OF THE 2007 FREIGHTLINER WHICH IS SHOWING SIGNS OF FUTURE NEEDED REPAIRS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$33,592.68 FOR THE REPAIR OF THE ELECTRIC DIVISION BUCKET TRUCK 38.
2. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION PUSH CAMERA AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE, AT THE LOWEST QUOTE, A REPLACEMENT PUSH CAMERA FROM COVINGTON SALES AND SERVICE, INC IN THE AMOUNT OF \$9,500.00.
3. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) ENHANCED SECURITY DEPOSIT AGREEMENT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 1, 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 6, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 6, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 20, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 30, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 30, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for a first public hearing to adopt and amend code chapter 98 and the ordinance for the new street map and accept name changes and name corrections to the City of Starkville street map in accordance with MS Code §65-7-143(4)” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL COOPERATIVE AGREEMENT WITH OKTIBBEHA COUNTY TO SHARE THE COST OF CLEANING SKINNER CREEK WITH THE CITY PROVIDING IN KIND SERVICES.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an Interlocal Cooperative Agreement between Starkville, Mississippi and Oktibbeha County, Mississippi relating to the improvement and maintenance of a portion of the Skinner Creek Basin” is enumerated, this consent item is thereby approved.

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
RELATING TO THE IMPROVEMENT AND MAINTENANCE
OF A PORTION OF THE SKINNER CREEK BASIN**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the ____ day of November, 2020, pending approval by the Mississippi Attorney General's office.

WITNESSETH:

WHEREAS, Mississippi Code Annotated §17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below.

WHEREAS, the County is authorized pursuant to Mississippi Code Annotated §19-5-92.1 to incur costs and pay necessary expenses for labor, materials and supplies to clean or clear drainage ditches, creeks or channels or conduits, both natural and manmade, and to prevent erosion of such ditches, creeks, or channels.

WHEREAS, the City is authorized pursuant to Mississippi Code Annotated §§21-19-1, 21-19-3, and 21-19-13, to make regulations to secure the general health of the municipality and to incur costs and pay necessary expenses in providing labor, materials and supplies in order to prevent erosion and flooding, where such erosion and flooding has been caused or will be caused by such drainage ditches, creeks or channels.

WHEREAS, the Mississippi Attorney General has repeatedly opined (Opinion No. 97-0423) that a City has authority to perform work on private property adjacent to City right-of-way with the permission of the landowner to correct unsafe conditions such as erosion, sinkholes, and/or flooding, which are caused or exacerbated by, or which will alleviate, flooding on City streets.

WHEREAS, the County and City (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of the City providing labor and materials, and the County paying the City for a portion of such labor and materials, for the City to clean and clear portions of a ditch created by Skinner Creek, which runs south from Country Club Estates, through the Starkville County Club, and into the County ("the Skinner Creek Basin"). A map depicting the specific location of the proposed work to the Skinner Creek Basin is attached and incorporated as Exhibit A. The scope of the work straddles the City/County line.

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties, with respect to their joint and cooperative efforts to clean and clear a portion of the Skinner Creek Basin.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A separate entity or administrative body is not created under this Agreement.

A. The Parties hereby covenant, warrant and agree as follows with respect to cleaning and clearing the Skinner Creek Basin:

1. The City shall use its labor and materials to perform the work.
2. The County shall pay a portion of the costs of such labor and materials, with such total costs paid by the County not to exceed \$10, 000.00. A cost breakdown is shown on Exhibit B and attached hereto. The City shall bill the County for such costs, and the County shall remit payment to the City within forty-five (45) days.
3. The City shall determine the nature and extent of the work upon the agreement and consent of the County.
4. This Agreement authorizes a one-time cleaning and clearing of the Skinner Creek Basin by the City, as partially funded by the County, and does not create any continuing duty or obligation whatsoever for either party to clean, clear, maintain, or otherwise improve the Skinner Creek Basin in any manner. Any future maintenance shall be performed solely by the County and/or private property owners, at their sole discretion.
5. Prior to the City performing the work contemplated in this Agreement, the County shall procure all access to the property and obtain any easements that may be necessary for the City to perform the work, including the burning and/or hauling of debris.

III. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated §17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with 60-days written notice to the other Party.

V. SEVERABILITY

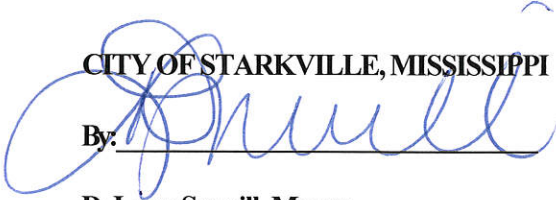
Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

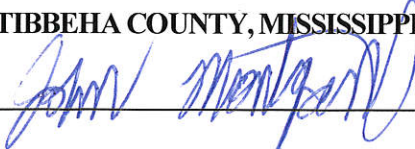
SO EXECUTED AND AGREED THIS 17th DAY OF NOVEMBER 2020.

CITY OF STARKVILLE, MISSISSIPPI

By: 

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: 

John Montgomery Jr., Board of Supervisors President



COST OF DITCH MAINTENANCE

Skinner Creek*

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Superintendent	\$ 44.81	45	\$ 2,016.45	F750 Dump Truck (702)	\$ 67.00	15	\$ 1,005.00
Maintenance Worker	\$ 28.50	45	\$ 1,282.50	15-yard Dump Truck (61A)	\$ 81.00	15	\$ 1,215.00
Maintenance Worker	\$ 28.50	45	\$ 1,282.50	F250 Pick-up (710)	\$ 20.80	15	\$ 312.00
				F150 Pick-up (002)	\$ 12.30	15	\$ 184.50
				20-yard Dump Truck (61)	\$ 97.00	15	\$ 1,455.00
				JCB Hydra Dig	\$ 75.00	15	\$ 1,125.00
				312 CAT Excavator	\$ 52.70	45	\$ 2,371.50
				220 JCB Excavator w/ mulcher	\$ 153.00	45	\$ 6,885.00
				305 CAT Mini w/ cutter head	\$ 18.00	45	\$ 810.00
				TOTAL:			\$ 15,363.00
TOTAL:	\$ 101.81	135	\$ 4,581.45				
DISPOSAL FEE:	\$ 610.50						
MAIN TOTAL:	\$ 20,554.95						

* Scope revised to only access and clear east side of the creek along with removal of any obstructions within the creek channel. West side of the channel will not be accessed or thoroughly cleaned. See map for extents of work.

7. CONSIDERATION OF APPROVAL TO ENTER INTO A FIVE YEAR BASE ACCESS SERVICE PLAN WITH QTPOD IN THE AMOUNT OF \$3,780.00 AND A ONE YEAR CELLULAR CONNECTION FEE OF \$480.00 TO OPERATE THE SELF-SERVE FUEL TERMINAL AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a five year Base Access Service Plan with Qtpod in the amount of \$3,780.00 and a five year cellular connection fee of \$2,400.00 to operate the Self-Serve Fuel Terminal at George M. Bryan Field” is enumerated, this consent item is thereby approved. (Service agreement on following page)

8. CONSIDERATION OF FP 20-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE PRESERVE AT HUNTINGTON PARK- PHASE 1 PART 1” SUBDIVISION LOCATED AT THE WEST END OF HUNTINGTON DRIVE IN A SD-6 ZONING DISTRICT PARCEL NUMBER 105-15-003.04 WITH CONDITIONS AS RECOMMENDED.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-08: a request for Final Plat approval for “The Preserve at Huntington Park- Phase 1 Part 1” subdivision located at the west end of Huntington Drive in a sd-6 zoning district parcel number 105-15-003.04 with 5 recommended conditions” is enumerated, this consent item is thereby approved.

1. Covenants to be amended as required after the review of the City Attorney prior to execution of the Certificate of Final Approval.
2. Public Easement dedication language to be added to the final plat per the approval of the City Attorney prior to execution of the Certificate of Final Approval.
3. A surety approved by the City Attorney in an amount of \$183,597 along with an accompanying Performance agreement for all outstanding infrastructure prior to execution of the Certificate of Final Approval.
4. A warranty with an accompanying surety approved by the City Attorney in an amount of \$100,000 to be provided with a Performance agreement for the underground infrastructure that was inadequately tested prior to execution of the Certificate of Final Approval.
5. All disturbed areas to be fully established with vegetation to the satisfaction of City Staff prior to execution of the Certificate of Final Approval.

9. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE OF \$15,422.50 FOR THE LINCOLN GREEN SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Lincoln Green Sidewalk Project from Groundstone Construction in the amount of \$15,422.50 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone - \$ 15,422.50 and Byrum Construction – \$ 28,666.50

10. CONSIDERATION OF ACCEPTING THE QUOTE FOR A ONE-YEAR WARRANTY ON THE JCB EXCAVATOR FOR THE STREET DEPARTMENT FROM DEEP SOUTH EQUIPMENT IN THE AMOUNT OF \$5,000.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of accepting the quote for a one-year warranty on the JCB Excavator for the Street Department from Deep South Equipment in the amount of \$5,000.00” is enumerated, this consent item is thereby approved.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of 01 Dec 2020, between QT POD, LLC, an Oregon limited liability company ("**QT POD**") and City of Starkville. Customer and QT POD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QT POD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of FIVE (5) years (invoiced once) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive FIVE year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

Subject to the terms and subject to the conditions set forth in this Agreement, QT POD agrees to provide cloud-based access and a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QT POD will provide the Services via a web-based service interface application that will be provided, defined and determined by QT POD.

3. Responsibilities of QT POD.

3.1 Services. QT POD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QT POD's systems may be periodically off line or otherwise inoperable in order for QT POD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QT POD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QT POD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or

equipment failure, QT POD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 **Modification.** QT POD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QT POD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 **Support.** QT POD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 **Format and Internet Connection.** Customer will be responsible for delivering and receiving data to and from QT POD's server(s) in the format required by QT POD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit. Customer shall also provide QT POD with a static IP address or a specific range of static IP addresses.

4.2 **Access to M4000.** Customer will provide QT POD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QT POD in the performance of its obligations under this Agreement.

4.3 **Confidentiality of End User's Data.** QT POD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 **Updates.** QT POD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 **End User Communications.** QT POD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 **Proper Use.** Customer is responsible for using the Services in the manner instructed by QT POD and otherwise in the manner intended. The software used in connection with the Services is QT POD's proprietary software and Customer shall not decompile, disassemble, reverse engineer, modify, adapt, rent, sublicense, distribute or resell if for profit.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within forty-five (45) days after the date of QT POD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QT POD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QT POD is responsible only for providing Customer with data transmission. QT POD is not providing any information relating to any credit report, nor should any information provided by QT POD be used to create or modify any credit report. QT POD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

9. Removed.

10. Limitation of Liability.

TO THE EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QT POD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

11. Cardholder and Transaction Information; PCI Compliance.

QT POD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with the then current version of the PCI Data Security Standard Card Association (as defined below) rules, policies, and regulations (as they may appear on Card Association websites), and all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction, including without limitation Sections 501(b) and 501(b)(2) of the Gramm Leach Bliley Act of 1999, 15 U.S.C. §6801 et seq (collectively, the “**Requirements**”). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing. To verify ongoing compliance with the PCI Data Security Standard, each Party shall engage a Qualified Security Assessor (“**QSA**”) to conduct, on at least an annual basis, an onsite compliance review, if applicable. For purposes of this Section 11: (i) the term “**Cardholder Information**” means any information evidencing either a cardholder’s personal data (including without limitation evidence of the cardholder’s credit or other type of card), or transactions consummated with credit or other types of cards, including both electronic, written and other forms of data; and (ii) the term “**Card Associations**” means bankcard associations (e.g., MasterCard and Visa), other non-bankcard or private label associations and other credit or debit card associations.

12. Excused Non-Performance.

QT POD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QT POD’s reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a “**Force Majeure**”) include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QT POD.

13. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QT POD may terminate this Agreement, provided that QT POD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QT POD’s reasonable satisfaction within thirty (30) days after QT POD provides such written notice. Customer agrees that Customer’s failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QT POD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party’s cessation of business, non-appropriation of funds, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

14. Miscellaneous Provisions.

14.1. Independent Contractor. Neither Party or its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party’s operations or over the manner and method by which such Party conducts its

operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

14.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QT POD, LLC
4909 Nautilus Court N. #109
Boulder CO 80301

Address for Notice:

City of Starkville
P.O. Box 1424
Starkville, MS 39760

Attention:

Attention: _____

14.3 Survival. All provisions related to confidentiality, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

14.4 Assignment. Neither Party may assign any of its rights, interests or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QT POD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

14.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

14.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Mississippi, without reference to its conflicts of law principles. Each Party irrevocably consents to the jurisdiction of the state courts in Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

14.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

14.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

14.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

14.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

14.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QT POD, LLC

City of Starkville

By: _____

By: _____

Name: _____

Name: D. Lynn Spruill

Title: _____

Title: Mayor 11-17-20

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

- ☒ **Base Plan—\$3,780 per unit, per 5 year**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates
- ☐ **Premium Plan—\$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option

- ☒ The Services may be accessed through a cellular plan established by QT POD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QT POD will repair or replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QT POD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QT POD. In rare instances, a qualified technician may be required. QT POD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QT POD, a certified service company or an individual approved by QT POD. Upon request, QT POD may provide a list of qualified service companies or technicians, but in no event will QT POD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QT POD's Post Installation Checklist is completed and provided to QT POD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QT POD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QT POD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QT POD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QT POD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

- Business Hours Support. QT POD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.
- 24/7 Support. QT POD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QT POD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QT POD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QT POD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1 and Section 12 of the Agreement).

3. Service Credits

QT POD shall issue Customer service credits in the amounts specified in the table below (“**Service Credits**”) if it is unable to maintain the required Uptime Percentage in any given month. Service Credits will be a percentage of a monthly Fee (the annual Fee divided by 12) and shall be applied against Fees for the next billing cycle. Service Credits shall be Customer’s sole and exclusive remedy for QT POD’s failure to maintain the required Uptime Percentage.

Service Credit Amounts

UPTIME THRESHOLDS	MONTHLY FEE CREDIT %
99.69% - 99.65%	10%
99.64% - 99.00%	20%
99.00% and under	30%

11. CONSIDERATION OF OCTOBER, 2020 FINANCIAL STATEMENTS.

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

12. CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH SADA SYSTEMS, INC. FOR USE OF THE GOOGLE MAPS PLATFORM.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with SADA Systems, Inc. for use of the Google Maps Platform” is enumerated, this consent item is thereby approved.
(The SADA agreement follows this page)

13. CONSIDERATION TO AWARD CORNERSTONE PARK FIELD INSTALLATION TO LOWEST BIDDER, SPORTS CONTRACTORS UNLIMITED LLC, IN THE AMOUNT OF \$2,685,960.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to award Cornerstone Park Field Installation to Sports Contractors Unlimited LLC in the amount of \$2,685,960.00, the lowest bid” is enumerated, this consent item is thereby approved. (The certified bid tab follows the SADA agreement)

14. CONSIDERATION TO PURCHASE TOUCHLESS BATHROOM EQUIPMENT FROM THE LOWEST BIDDER, FERGUSON ENTERPRISES, OF \$34,152.73.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase touchless bathroom equipment from the lowest quote, Ferguson Enterprises of Starkville, in the amount of \$34,152.73” is enumerated, this consent item is thereby approved.

Two Quotes Received: Ferguson LLC - \$ 34,152.73 and Southern Pipe - \$ 34,917.40

15. CONSIDERATION OF AUTHORIZATION TO CONTRACT WITH NEEL-SCHAFER TO DO A FINAL POST CONSTRUCTION AS-BUILT SURVEY AT A COST NOT TO EXCEED \$9,700 TO VERIFY COMPLETION OF PHASE I AND PROVIDE A BASE MAP FOR THE NEXT PHASE OF WORK AT CORNERSTONE PARK.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to contract with Neel-Schaffer to do a final post construction as-built survey not to exceed \$9,700 to verify completion of Phase I and provide a base map for the next phase of work” is enumerated, this consent item is thereby approved.
(The Neel-Schaffer agreement follows the field installation bid tabulation)

16. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 606 Whitfield Street with parcel number 102C-00-155.00 and 102 Curtis Street with parcel number 102C-00-177.00 are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

SADA Systems, Inc.

GOOGLE MAPS PLATFORM ORDER FORM

This Google Maps Platform Order Form (the "Order Form") and the corresponding Google Maps Platform Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Order Form will have the meanings set forth in the Agreement.

Customer: City of Starkville, MS
Address: 110 West Main Street
Starkville, MS 39759

Contact	Main Contact	Accounts Payable	Tech Contact / Admin
Full Name	Scott Grice		Scott Grice
Title	Network and Systems Administrator		Network and Systems Administrator
Phone	662.418.7272		662.418.7272
Email	s.grice@cityofstarkville.org		s.grice@cityofstarkville.org

Under the terms of the Agreement, accessible at <https://sada.com/agreements/google-maps-platform-v5.pdf>, of which this Order Form is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Google SKU	Description	Annual Total
GMAPS-CORE-SERVICES	Google Maps Platform Services detailed at https://cloud.google.com/maps-platform/ Pricing is based on monthly tiers in Exhibit A	Monthly Invoice Based on Previous Month's Total Google Maps Platform Usage
Sales Tax (not included)		Plus Applicable Sales Tax **
Amount Payable to SADA Upon Ordering Document Execution		\$0.00

** All sales taxes which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. If Customer wishes to assert an exemption, a sales tax exemption certificate shall be provided to SADA prior to the effective date of this Order Form.



(Initials) (Customer must initial here if claiming tax exempt status)

Google Maps Platform Admin Account(s):
s.grice@cityofstarkville.org

Payment Terms:

Invoices are sent monthly. Payment is due within 30 days of receiving an invoice. Payment is accepted by check or ACH/EFT.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT)

Wells Fargo Bank

Swift Code: WFBIUS6

464 California St. San Francisco, CA 94104

Routing Number: 121042882

Bank Account Name: SADA Systems, Inc.

Bank Account Number: 7757670067

Remittance Address:

SADA Systems, Inc

5250 Lankershim Blvd., Suite 620

North Hollywood, CA 91601

ATTN: Accounting

Notices:

Any notices to Customer under the Agreement will be sent to Customer's Main Contact listed above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THE TERMS.

IN WITNESS WHEREOF, this Ordering Document and the Agreement have been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

Kelly Axeen

Print name: Kelly Axeen

Print title: Sales Operations MGR

Effective Date: 11/23/2020

City of Starkville, MS

D. Lynn Spruill

Print name: D. Lynn Spruill

Print title: Mayer

Date: 11-17-2020

Exhibit A

Google Maps Platform Pricing Tiers

Maps							
	COST PER THOUSAND (CPM)						
	(All prices in USD)						
Monthly volume range	1 to 100,000	100,000 to 500,000	500,000 to 1,000,000	1,000,000 to 5,000,000	5,000,000 to 10,000,000	10,000,000 to 20,000,000	20,000,000 and more
Mobile Native Static Maps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mobile Native Dynamic Maps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Embed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Embed Advanced	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Static Maps	\$2.00	\$1.60	\$1.20	\$0.60	\$0.15	\$0.05	\$0.02
Dynamic Maps	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Static Street View	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Dynamic Street View	\$14.00	\$11.20	\$8.40	\$4.20	\$1.05	\$0.32	\$0.11

Routes							
	COST PER THOUSAND (CPM)						
	(All prices in USD)						
Monthly volume range	1 to 100,000	100,000 to 500,000	500,000 to 1,000,000	1,000,000 to 5,000,000	5,000,000 to 10,000,000	10,000,000 to 20,000,000	20,000,000 and more
Directions	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Directions Advanced	\$10.00	\$8.00	\$6.00	\$3.00	\$0.75	\$0.23	\$0.08
Distance Matrix*	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Distance Matrix Advanced*	\$10.00	\$8.00	\$6.00	\$3.00	\$0.75	\$0.23	\$0.08
Roads - Route Traveled	\$10.00	\$8.00	\$6.00	\$3.00	\$0.76	\$0.22	\$0.08
Roads - Nearest Road	\$10.00	\$8.00	\$6.00	\$3.00	\$0.76	\$0.22	\$0.08
Roads - Speed Limits**	\$20.00	\$16.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Places							
	COST PER THOUSAND (CPM)						
	(All prices in USD)						

Monthly volume range	1 to 100,000	100,001 to 500,000	500,001 to 1,000,000	1,000,001 to 5,000,000	5,000,001 to 10,000,000	10,000,001 to 20,000,000	20,000,001 and more
Autocomplete - Per Request***	\$2.83	\$2.27	\$1.70	\$0.85	\$0.21	\$0.17	\$0.17
Autocomplete without Places Details - Per Session	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Autocomplete (included with Places Details) - Per Session***	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Query Autocomplete - Per Request****	\$2.83	\$2.27	\$1.70	\$0.85	\$0.21	\$0.17	\$0.17
Places Details - Basic	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Places Details - Contact Data	\$3.00	\$2.40	\$1.80	\$0.90	\$0.23	\$0.23	\$0.23
Places Details - Atmosphere Data	\$5.00	\$4.00	\$3.00	\$1.50	\$0.77	\$0.77	\$0.77
Places Photo	\$7.00	\$5.60	\$4.20	\$2.10	\$0.53	\$0.16	\$0.06
Find Place - (Inc. PD Basic Data)	\$17.00	\$13.60	\$10.20	\$5.10	\$1.28	\$1.00	\$1.00
Find Current Place - (Inc. PD Basic Data)	\$30.00	\$24.00	\$18.00	\$9.00	\$2.25	\$1.76	\$1.76
Places - Nearby Search - (Inc. PD Basic Data)	\$32.00	\$25.60	\$19.20	\$9.60	\$2.40	\$1.90	\$1.90
Places - Text Search - (Inc. PD Basic Data)	\$32.00	\$25.60	\$19.20	\$9.60	\$2.40	\$1.90	\$1.90
Geocoding	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Geolocation	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Time Zone	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04
Elevation	\$5.00	\$4.00	\$3.00	\$1.50	\$0.38	\$0.11	\$0.04

* Per 1,000 elements, not per 1,000 requests

** Limited access

*** "Autocomplete - Per Request" and "Query Autocomplete - Per Request" refer to the names of the SKUs. The prices shown in Exhibit A are not charged per request. All prices shown in Exhibit A refer to the cost per 1,000 requests/elements.

**** This SKU will show up as \$0 on the bill, but you will be charged a Places Details API call and incur cost under that SKU

SADA Systems, Inc.

GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT

This **GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the Google Maps Ordering Document (the "Ordering Document") by electric or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated herein by reference.

IT IS RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. SERVICES AND TERMS OF SERVICE.

1.1 Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Google Inc. ("Google"), will provide Customer with access to the Google Map Platform services set forth in the Ordering Document (the "Services") and Account activation (any services associated with Account activation, including administrative Account setup, order management and placement, technical support services (as described in Section 4) and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.2) govern Customer's license and use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2 Google Terms of Service. The Services will be provided by Google, Inc. ("Google"). Customer's access to and use of all Google Maps Platform Services is governed by and subject to those terms of service set forth at <https://cloud.google.com/maps-platform/terms/> (or such other URL as Google makes available from time to time) (the "Google TOS"); provided that Section 2 (Payment Terms) of the Google TOS and Section 11.5.1(b) of the Google TOS does not apply to Customer, as this Agreement governs Customer's Service-related payment terms. Customer must comply with the Google TOS and Customer is responsible for periodically reviewing the Google TOS to ensure compliance with any updates. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for the performance of the Services, other than as set forth in this Agreement.

1.3 Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google TOS, as applicable.

1.4 Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services; provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

2. FEES AND PAYMENTS

2.1 Fees and Payment. Customer's use of the Services is subject to payment of the Fees set forth in the Ordering Document. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable. At the end of the applicable Fee Accrual Period, SADA will issue an invoice to Customer for all charges above the Fee Threshold based on (A) Customer's use of the Services during the previous Fee Accrual Period; (B) any Committed Purchases selected; and (C) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account. Fees are due 30 days from the invoice date and Customer's obligation to pay all Fees is non-cancelable. Google's measurement of Customer's use of the Services is final and non-negotiable.

Customer understands and acknowledges that Google has reserved the right to update and amend its global Google Maps Platform pricing. In the event that Google does increase the pricing of the global Google Maps Platform, Customer shall be fully responsible for the costs associated with such price increase, as incurred by SADA in its delivery of the Services and as specified in any relevant invoice(s) duly issued by SADA.

2.2 Support Charges. Any support to be provided by SADA under this Agreement will be performed on business days between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. In the event that any support services are requested by Customer outside these hours for "P1" support issues related to (a) a defect or outage causing the software or product to be unusable, and/or (b) the unavailability of a major function, for which SADA is unable to determine an acceptable bypass/workaround, SADA shall also render such support services to Customer at no additional cost.

2.3 Taxes. Customer is responsible for any Taxes, and Customer will pay SADA for the Services without any reduction for Taxes. If SADA is obliged to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides SADA with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will provide SADA with an official tax receipt or other appropriate documentation to support such withholding, but will pay SADA the full Fee specified in the Ordering Document.

2.4 Invoice Disputes and Refunds. Any invoice disputes must be submitted to SADA before the payment due date. If the parties agree that there are billing inaccuracies, SADA will issue Customer a credit specifying the incorrect amount in the affected invoice, which credit will be applicable against future invoices; provided that if the disputed invoice has not yet been paid, SADA will apply the credit amount to the disputed invoice and Customer will pay the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 60 days after charged. Refunds (if any) are at the discretion of Google and will only be in the form of a credit for the Services.

2.5 Late Payments; Suspension. SADA may charge interest on any overdue amounts under this Agreement at the lower of 1.5% per month or the highest rate permitted by law, from the due date until the actual payment date. If Customer is late on any undisputed payment for the Services, SADA may suspend the Services or terminate this Agreement for breach.

3. TERM AND TERMINATION

3.1 Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated under this Section.

3.2 Termination for Breach. Either party may terminate this Agreement if the other party: (A) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; (B) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. This Agreement will also terminate if the Google TOS is terminated by Customer or Google in accordance with its terms.

3.3 Termination for Inactivity. SADA reserves the right to terminate provision of the Services to a Project on 30 days advance notice if, for more than 180 days, such Project (A) has not made any requests to the Services from any Customer Applications; or (B) such Project has not incurred any Fees for such Services.

3.4 Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments expressly made by this Agreement, Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services.

3.5 Effects of Termination. If this Agreement is terminated, then (A) the rights granted by one party to the other will immediately cease; (B) all Fees owed by Customer to SADA are immediately due upon receipt of the final invoice; and (C) Customer will delete the Software and any content from the Services by the termination effective date.

4. SUPPORT AND SERVICE LEVEL REMEDIES

4.1 Technical Support Services by SADA. If Customer desires SADA's assistance in raising support issues with Google on its behalf, Customer agrees either to: (A) provide SADA with access to its Google support panel, or (B) authorize SADA to submit Customer support issues to Google in a support case initiated by Customer (such authorization will be deemed to have been given upon a request by Customer).

4.2 Customer Support by Google. Google will only provide Technical Support Services to Customer in accordance with the Technical Support Services Guidelines.

4.3 Service Level Remedies. The SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLA. If Google fails to comply with the SLA, Customer will only be eligible to receive those remedies set out under the Google TOS and Customer will request such remedy directly from SADA. If Google does not maintain product availability as specified within the applicable SLA, Customer will only be eligible to receive those remedies specified under the Google TOS and must request such remedies directly from SADA. After verifying the applicability of any such remedy, SADA will provide the applicable SLA remedy in accordance with the applicable SLA.

5. Intentionally Omitted.

6. PROCESSING OF PERSONAL DATA

6.1 Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined in below in [Section 6.4](#)) applies to SADA's processing of any personal data on behalf of Customer, SADA will, with respect to all personal data that it processes on Customer's behalf:

- (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;

- (B) not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;
- (E) not, by any act or omission, place Customer in breach of any Non-European Data Protection Legislation (as defined below in [Section 6.4](#));
- (F) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;
- (G) ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this [Section 6.1](#).

6.2 If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

- (A) only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);
- (B) not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;
- (E) not, by any act or omission, place Customer in breach of the European Data Protection Legislation;
- (F) inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;
- (G) obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this [Section 6.2](#);

- (H) taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;
- (I) assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;
- (J) at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;
- (K) make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and
- (L) not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

6.3 Customer as Controller. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article 6.

6.4 For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (1) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (2) the Federal Data Protection Act of 10 June 1992 (Switzerland); (3) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (4) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "personal data", "processor", and "controller" as used in this Article have the meanings given such terms in the European Data Protection Legislation.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE GOOGLE TOS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SADA: (A) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES; AND (B) WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY. INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT THE CUSTOMER APPLICATION IS SAFE AND SUITABLE FOR USE WITH GOOGLE MAPS.

8. INDEMNIFICATION. The Google TOS includes certain indemnification obligations of Google to Customer.

9. GENERAL PROVISIONS

9.1 Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party at the physical and/or electronic address for notification purposes set forth in the Ordering Document. SADA and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

9.2 Governing Law; Jurisdiction.

9.3 Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in its entirety, but not in parts, in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (i) the assignee has agreed in writing to be bound by the terms of this Agreement; (ii) Customer remains liable for obligations under this Agreement if the assignee defaults on them; and (iii) Customer has notified SADA of the assignment. Any other attempt to assign is void.

9.4 Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries of this Agreement.

9.5 No Agency. SADA and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

9.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

9.7 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

9.8 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

9.9 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

9.10 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

9.11 Entire Agreement; Amendment. This Agreement and the Ordering Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or

contemporaneous agreements on that subject. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced

9.12 Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

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

By: Name

Its: Title

Signature Certificate

Document Ref.: 9GZPD-2RXOU-EKZJG-ZWHMA

Document signed by:

	Kelly Axeen Verified E-mail: kelly.axeen@sada.com IP: 99.68.146.149 Date: 23 Nov 2020 22:46:41 UTC	<i>Kelly Axeen</i> 
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Document completed by all parties on:
23 Nov 2020 22:46:41 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



Ocotber 22, 2020
10:00 AM Bid Opening

City of Starkville
Cornerstone Park Field Installation

Company	COR	Addendum	Days	Bid Bond	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6
Sports Contractors Unlimited	20922-SC	Yes	250	Yes	\$ 2,532,860.00	\$ 74,500.00	\$ 4,100.00		\$ 78,600.00	\$ (128,300.00)	\$ (117,900.00)
Sports Field, Inc	Not Provided	Yes	150	Yes	\$ 2,575,363.00	\$ 84,058.00	\$ 4,400.00		\$ 60,648.00	\$ (132,262.00)	\$ (94,061.00)
Stewart Environmental	12080-SC	Yes	270	Yes	\$ 2,762,985.00	\$ 69,221.50	\$ 3,000.00		\$ 60,648.00	\$ (39,296.00)	\$ (25,932.00)
Astro Turf	23130 - SC	Yes	250	Yes	\$ 3,051,560.00	\$ 22,860.00	\$ 2,890.00		\$ 58,097.00	\$ (139,230.00)	\$ (126,801.00)
Burns Dirt Construction	06975-SC	Yes	245	Yes	\$ 3,132,910.00	\$ 63,293.00	\$ 6,276.18		\$ 56,461.00	\$ (135,000.00)	\$ (100,000.00)
ACT Global											
CR Construction											
Evergreen Landscaping											
GeoSurfaces											
Grassland											
Shaw Sports Turf											
SprinTurf											
Sur-Line Turf											

Cooling Technology Per Logo Pricing Deleted Latitude <Less> sprig Bermuda Latitude

Base Bid + Alternate 1 + Alternate 4

Sports Contractors Unlimited:	\$ 2,685,960.00
Sports Field, Inc	\$ 2,720,069.00
Stewart Environmental	\$ 2,892,854.50
Astro Turf	\$ 3,132,517.00
Burns Dirt Construction	\$ 3,252,664.00

October 7, 2020

SENT VIA EMAIL TO lspruill@cityofstarkville.org

City of Starkville
ATTN: Honorable Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

RE: CORNERSTONE PARK - PHASE 1 AS-BUILTS

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined in Exhibit A, Scope of Services. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$9,700.00. Our hourly rates shall be based on a raw wage labor mark-up of 2.8. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages, and Exhibit B, consisting of three pages, represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document. If the terms of this Agreement are acceptable, please execute the original and return a copy to us.

We appreciate the opportunity to provide services to you and look forward to working with you!

Sincerely,

NEEL-SCHAFFER, INC.



Brett Brasher, P.L.S.

ACCEPTED: CITY OF STARKVILLE

BY:

TITLE:


Mayor 11-17-20

EXHIBIT A
SCOPE OF WORK

GENERAL INFORMATION:

1. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. The intent of the survey limit is to only document areas that will change due to construction of Phase 1 and are relevant to the design of Phase 2. If no changes are made to an area, survey information will not be gathered.
6. The intent of the survey is to serve two purposes:
 - a. To provide a check on the contractor to ensure that the project is constructed within a tolerance acceptable to the engineer of record.
 - b. To provide the information necessary to facilitate design of subsequent phases of the project.

DATA TO BE COLLECTED:

1. Elevation data for dirtwork/stone within the limits of the survey to include grade breaks, spot grades, etc.
2. Survey data necessary to generate contours at 1-foot intervals.
3. Proposed drainage items including pipes, inlet tops, control structures, detention ponds, swales, etc.
4. Proposed Utilities including:
 - a. Water lines, meters, valves, hydrants, stub outs.
 - b. Sewer lines, manholes, sewer line stub outs.

Survey Limits

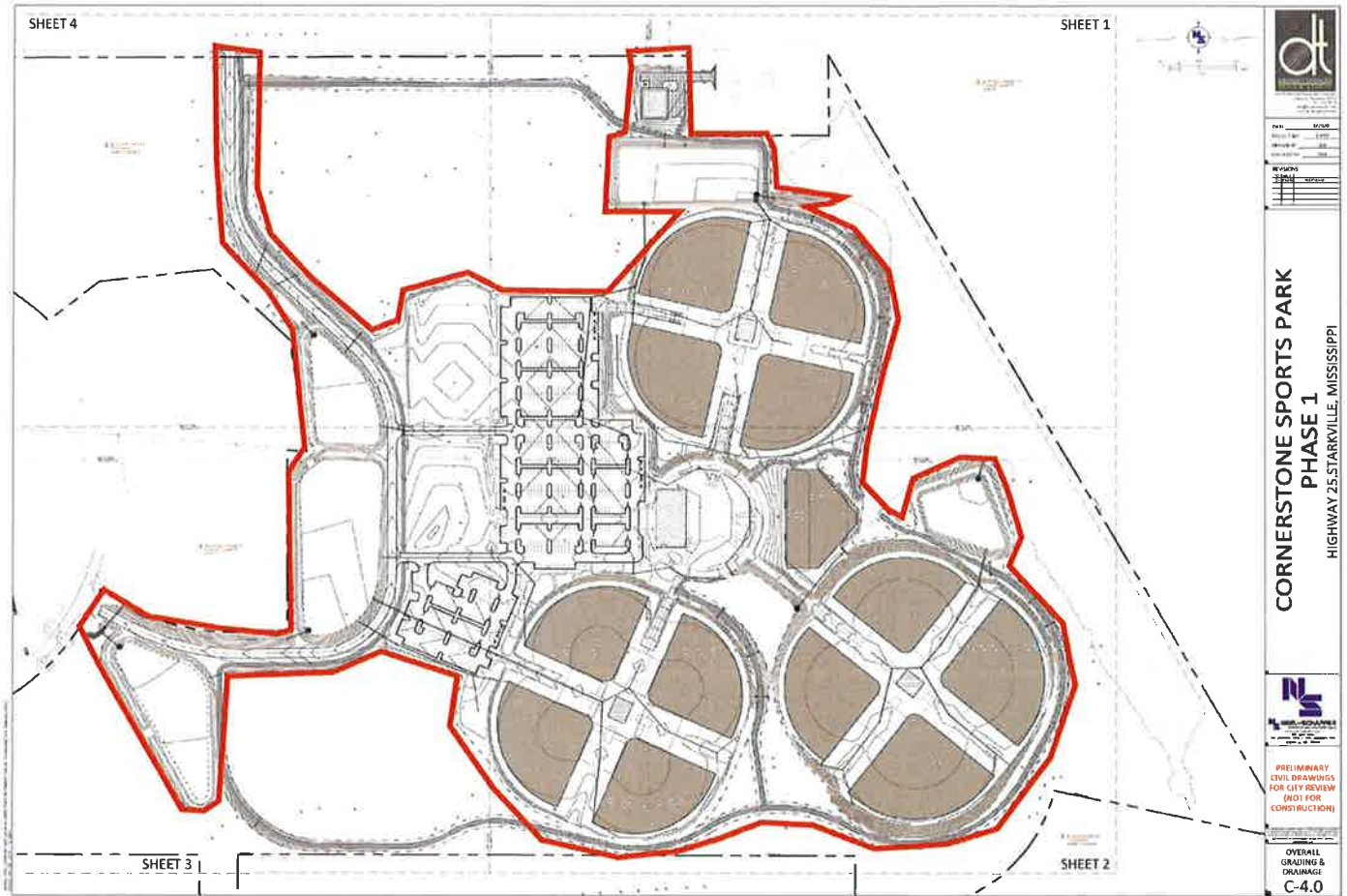


EXHIBIT B
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project

only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry

("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
 - (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
17. **Risk Allocation.** N/A
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client.

Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.
23. **Dispute Resolution.** NA
24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or

documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.
31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

17. CONSIDERATION TO ALLOW POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE UNITED STATES MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING IN BIRMINGHAM, AL ON DECEMBER 9, 2020 WITH NO REGISTRATION FEE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Starkville Police Dept. SWAT Team members to attend the United States Marshals Service Gulf Coast Regional Fugitive Task Force Training in Birmingham, AL on December 9, 2020 with no registration fee” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A REAR LOADER REFUSE TRUCK FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS REPLACEMENT OF THE 2007 FREIGHTLINER WHICH IS SHOWING SIGNS OF FUTURE NEEDED REPAIRS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a rear loader refuse truck for the Sanitation & Environmental Services Department as replacement of the 2007 Freightliner which is showing signs of future needed repairs” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$33,592.68 FOR THE REPAIR OF THE ELECTRIC DIVISION BUCKET TRUCK 38.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$33,592.68 for the repair of the Electric Division Truck 38” is enumerated, this consent item is thereby approved.

Two quotes received: Altec- Birmingham \$33,592.68 and Altec – Jacksonville \$33,987.18

20. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION PUSH CAMERA AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE, AT THE LOWEST QUOTE, A REPLACEMENT PUSH CAMERA FROM COVINGTON SALES AND SERVICE, INC IN THE AMOUNT OF \$9,500.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division push camera as surplus and to auction on GovDeals, and authorization to purchase a replacement push camera from Covington sales and Service, Inc in the amount of \$9,500.00” is enumerated, this consent item is thereby approved.

Two quotes received: Covington - \$9,500.00 and CUES - \$9,654.21

21. REQUEST AUTHORIZATION TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) ENHANCED SECURITY DEPOSIT AGREEMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 17, 2020 Official Agenda, and to accept items for consent, whereby the “approval to adopt the amendment to the Tennessee Valley Authority (TVA) Enhanced Security Deposit agreement” is enumerated, this consent item is thereby approved.

ENHANCED SECURITY DEPOSIT PROGRAM AMENDMENT

TV-48326A, Supp. No. ____

This Amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases power from TVA under Contract No. TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor and TVA previously entered into an Enhanced Security Deposit Program Agreement contract number TV-48326A, Supp. No. 43, effective April 8, 2002, as amended ("**ESD Agreement**"), under which TVA provides a limited guarantee to Distributor, in lieu of Distributor's requiring or maintaining the standard cash deposit or other substantially equivalent form of security, for those commercial and industrial accounts which are nominated by Distributor and as to which TVA obtains credit insurance (from a third-party underwriter selected by TVA) to cover the risk of non-payment by the account.

Distributor and TVA want to amend the ESD Agreement to provide a one-year period during which TVA would provide Insurance Coverage to Applicant if the Underwriter cancels the credit insurance.

Therefore, the parties agree as follows:

SECTION 1 - TERM

This Amendment will continue in effect until the sooner of the termination of the ESD Agreement or September 30, 2021.

SECTION 2 - TERMS DEFINED UNDER THE ESD AGREEMENT

Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as in the ESD Agreement.

SECTION 3 - AMENDMENT TO SECTION 4

The parties hereby amend section 4 of the ESD Agreement by inserting after section 4.3 the following new sections 4.4, 4.5, 4.6, and 4.7:

SECTION 4.4 - TEMPORARY RELIEF FOR UNINSURED ACCOUNTS

Notwithstanding anything to the contrary herein, if an Insured Account was cancelled or lapsed, for any reason, effective October 1, 2020, TVA will recognize the now Uninsured Account as an Insured Account under this Agreement from October 1, 2020 through September 30, 2021 and will provide Insurance Coverage from October 1, 2020 through September 30, 2021. TVA will reduce the Insurance Coverage, which is reimbursable by TVA to Distributor for the Applicant, by 10% each month during the period of December 1, 2020 through September 30, 2021. Distributor must follow its own security deposit guidelines to ensure that Distributor obtains sufficient security to replace or increase each 10% reduction in TVA Insurance Coverage.

If the Insured Account becomes delinquent during the period of October 1, 2020 through September 30, 2021, in addition to complying with the requirements of section 5.3, the Distributor shall use Applicant's then-existing security deposit towards the outstanding balance of Applicant's power bill, as of the date of the delinquency. If such delinquency occurs, Distributor may submit a written claim to TVA consistent with the requirements of section 5.4 and for an amount not to exceed the amount of the then-existing Insurance Coverage. TVA will apply a credit to Distributor's wholesale bill consistent with the provisions of section 5.5.

SECTION 4.5 - "INSURANCE COVERAGE" DEFINITION

In cases where the Insured Account is cancelled or lapsed effective October 1, 2020, the following definition of "Insurance Coverage" will replace the definition in section 2.4 of this Agreement:

SECTION 2.4 - INSURANCE COVERAGE

"Insurance Coverage" shall mean credit insurance provided by TVA in an amount that transfers the risk of Applicant's nonpayment of its electric power bills to TVA for a period not to exceed 65 days. It is expressly recognized and agreed that Distributor shall not be an additional insured under the Insurance Coverage.

SECTION 4.6 - LIMITED SUSPENSION OF SECTIONS 3.3 AND 3.4

In cases where the Insured Account is cancelled or lapsed effective October 1, 2020, sections 3.3 and 3.4 of this Agreement will be of no effect for the duration of the Insurance Coverage under this Amendment.

SECTION 4.7 - MISCELLANEOUS

(a) Governing Law and Venue - Federal law governs the validity, interpretation, and enforceability of this Agreement, as amended.

(b) Waiver - A party's failure to enforce any provision of this Agreement does not waive or affect the validity of such provision or this Agreement. No such failure prejudices the right of such party to enforce each and every provision of this Agreement.

(c) Assignment - This Agreement binds and inures to the benefit of the parties and their permitted successors and assigns, provided that neither party will assign this Agreement without the prior, written consent of the other party. Any purported assignment without such prior approval is null and void.

(d) Severability - If a judicial authority with valid jurisdiction over both parties rules that any provision of this Agreement is invalid or illegal, or enjoins enforcement of it, then (a) all other provisions of this Agreement will remain in full force and effect, and (b) the parties shall negotiate in good faith to modify this Agreement to render it compliant with the ruling of the judicial authority and applicable laws.

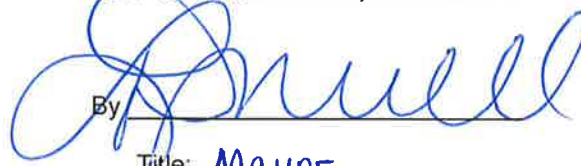
(e) Notices - Any claims or notices required under this Agreement must be sent in writing to the contact listed in the Power Contract and shall be effective on the day on which it is actually received by the other party in person, by U.S. Mail, by other nationally recognized delivery service, or by e-mail or facsimile transmission at the addresses set forth in the Power Contract.

SECTION 4 - RATIFICATION OF AGREEMENTS

The parties hereby ratify and confirm that the ESD Agreement, as amended by this Amendment, is their continuing obligation.

This Amendment is effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By 

Title: Mayor

Date: 11-17-20

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wished everyone a Happy and Safe Thanksgiving on behalf of the City of Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Little announced he will not be seeking re-election in 2021.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that someone speak with him about the recent legalization of medical marijuana. He also commended the Mayor and Board of their work during the past eight months of Covid.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS: None

22. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

Upon the motion of Alderman Vaughn, seconded by Alderman Beatty, to call for the first public hearing to adopt and amend the City of Starkville No Smoking Ordinance to reflect the addition of Smoking Lounges and sales to the Leisure and Entertainment District, 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.

23. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 10, 2020 for fiscal year ending 9/30/21, 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	\$ 198,524.94
Airport Fund	015	4,027.35
Airport Fund Restricted	016	18,280.00
Sanitation	022	48,154.16
Industrial Park Bond	303	1,900.00
Public Improvement Bond	319	238,299.15
Park and Rec - Tourism	375	4,278.50
Park Improvement Bonds	380	537,202.94
Sub Total Before Utilities		\$1,050,667.04
Utilities Dept.	SED	2,708,416.18
Total Claims	Total	\$3,759,083.22

24. MOTION TO ADJOURN UNTIL DECEMBER 1, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until December 1, 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.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)